UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) May 13, 2019 (May 8, 2019)

Harsco Corporation
(Exact name of registrant as specified in its charter)

Delaware	**001-03970**	**23-1483991**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

350 Poplar Church Road, Camp Hill, Pennsylvania	**17011**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code (717) 763-7064

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $1.25 per share	**HSC**	**New York Stock Exchange**

Item 1.01. Entry into a Material Definitive Agreement.

Stock Purchase Agreement

As previously announced, on May 8, 2019, Harsco Corporation (the "Company"), solely in its capacity as guarantor therein, and Calrissian Holdings, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("Buyer"), entered into a stock purchase agreement (the "Stock Purchase Agreement") with CEHI Acquisition Corporation, a Delaware corporation ("Clean Earth"), the holders of stock and options in Clean Earth ("Sellers") and Compass Group Diversified Holdings LLC, a Delaware limited liability company, in its capacity as representative of Sellers ("Sellers' Representative").

Upon the terms and subject to the conditions set forth in the Stock Purchase Agreement, Buyer will acquire all of the issued and outstanding common stock of Clean Earth (the "Acquisition") for a purchase price of $625 million, which is subject to adjustments based on matters such as the working capital and indebtedness balances of Clean Earth at the time of the closing.

Each party's obligation to consummate the transactions contemplated by the Stock Purchase Agreement is subject to certain conditions specified therein, including (i) the expiration or termination of any applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976; (ii) the absence of any law or order issued by any governmental authority preventing consummation of any of the transactions contemplated by the Stock Purchase Agreement; and (iii) subject to certain exceptions, the accuracy of the representations and warranties of, and compliance with covenants by, each of the parties to the Stock Purchase Agreement. Buyer's obligation to consummate the transactions contemplated by the Stock Purchase Agreement is also conditioned on, among other things, the absence of the occurrence of a Material Adverse Effect (as defined in the Stock Purchase Agreement) with respect to the Company.

The Stock Purchase Agreement contains certain representations, warranties and covenants made by both parties. The Stock Purchase Agreement also contains certain rights to terminate the agreement, including the right of either Buyer or the Sellers' Representative to terminate the Stock Purchase Agreement on or after September 8, 2019 (or, under certain specified circumstances, September 27, 2019), if the transactions contemplated by the Stock Purchase Agreement have not been consummated by such date.

Debt Commitment Letter

The Company expects to finance the purchase price of the Acquisition with the net proceeds of the Debt Financing (as defined below), together with borrowings under its revolving credit facility (the "Revolving Credit Facility").

Contemporaneous with Buyer's entry into the Stock Purchase Agreement, Buyer entered into a debt commitment letter, dated May 8, 2019 (the "Commitment Letter"), with Goldman Sachs Bank USA and Citigroup Global Markets Inc. (together, the "Commitment Parties"), pursuant to which and upon the terms and subject to the conditions set forth therein, the Commitment Parties have agreed to provide a senior unsecured bridge loan facility (the "Bridge Facility") of up to $500 million in the aggregate for the purpose of providing the financing necessary to fund a portion of the consideration to be paid pursuant to the Stock Purchase Agreement and related fees, costs and expenses (the "Bridge Loan Commitment").

The Bridge Loan Commitment will be reduced on a dollar-for-dollar basis by 100% of the gross cash proceeds from the private offering of a new issue of notes (the "Debt Financing"). Although the Company does not currently expect to make any borrowings under the Bridge Facility, there can be no assurance that such borrowings will not be made. In that regard, the Company may be required to borrow under the Bridge Facility if it does not generate sufficient gross proceeds from the Debt Financing to finance, together with borrowings under the Revolving Credit Facility, the Acquisition and related costs, fees and expenses.

The funding of the Bridge Facility is contingent on the satisfaction of certain customary conditions set forth in the Commitment Letter, including (i) the execution and delivery of definitive documentation with respect to the Bridge Facility in accordance with the terms set forth in the Commitment Letter and (ii) the consummation of the Acquisition in accordance with the Stock Purchase Agreement.

This Current Report on Form 8-K does not constitute an offer to sell, or a solicitation of an offer to buy, any security and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale would be unlawful.

Asset Purchase Agreement

As previously announced, also on May 8, 2019, the Company entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with E&C FinFan, Inc., a Delaware corporation (the "Acquiror"), and, solely to guarantee the performance of the Acquiror's obligations thereunder, Chart Industries, Inc., a Delaware Corporation ("Chart"). Upon the terms and subject to the conditions of the Asset Purchase Agreement, the Company has agreed to sell, and the Acquiror has agreed to acquire, the Company's Industrial Air-X-Changers business (the "Business") for aggregate cash consideration of $592 million, which is subject to adjustment based on the working capital balance of the Business at the time of the closing, plus the assumption by the Acquiror of the liabilities of the Business specified in the Asset Purchase Agreement.

Each party's obligation to consummate the transactions contemplated by the Asset Purchase Agreement is subject to certain conditions, including (i) the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976; (ii) the absence of any law or order issued by any governmental authority preventing consummation of any of the transactions contemplated by the Asset Purchase Agreement; and (iii) subject to certain exceptions, the accuracy of the representations and warranties of, and compliance with covenants by, each of the parties to the Asset Purchase Agreement. The Acquiror's obligation to consummate the transactions contemplated by the Asset Purchase Agreement is also conditioned on, among other things, the absence of the occurrence of a Material Adverse Effect (as defined in the Asset Purchase Agreement) with respect to the Business.

The Asset Purchase Agreement contains certain representations, warranties and covenants made by both parties. The Asset Purchase Agreement also contains termination rights for each of the Company and the Acquiror, including the right to terminate if the transactions contemplated by the Asset Purchase Agreement have not been completed by February 8, 2020, which date may be extended by either party to May 8, 2020 under the circumstances specified in the Asset Purchase Agreement.

The foregoing descriptions of the Stock Purchase Agreement, the Asset Purchase Agreement and the transactions contemplated by each agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Stock Purchase Agreement and the Asset Purchase Agreement, which are attached hereto as Exhibit 2.1 and Exhibit 2.2, respectively, and incorporated herein by reference.

The Stock Purchase Agreement and the Asset Purchase Agreement have been attached as exhibits to this report in order to provide investors and security holders with information regarding their respective terms. They are not intended to provide any other factual information about the Company, Buyer, Sellers, the Sellers' Representative, the Business, the Acquiror, Chart or their respective subsidiaries and affiliates. The representations, warranties and covenants contained in the Stock Purchase Agreement and the Asset Purchase Agreement were made only for purposes of the relevant agreement and as of specific dates as set forth therein; are solely for the benefit of the parties to the applicable agreement; may be subject to limitations agreed upon by the parties, including being qualified by confidential disclosures exchanged between the parties in connection with the execution of the applicable agreement; may have been made for the purposes of allocating contractual risk between the parties to the applicable agreement instead of establishing these matters as facts; and may be subject to standards of materiality applicable to the parties that differ from those applicable to investors. Investors should not rely on the representations, warranties or covenants or any description thereof as characterizations of the actual state of facts or condition of the Company, Buyer, Sellers, the Sellers' Representative, the Business, the Acquiror, Chart or their respective subsidiaries and affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the applicable agreement, which subsequent information may or may not be fully reflected in public disclosures by the Company.

Forward-Looking Statements

This communication contains forward-looking statements based on management's current expectations, estimates and projections. The nature of the Company's business and the many countries in which it operates subject it to changing economic, competitive, regulatory and technological conditions, risks and uncertainties. In accordance with the "safe harbor" provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934, the Company provides the following cautionary remarks regarding important factors that, among others, could cause future results to differ materially from the results contemplated by forward-looking statements, including the expectations and assumptions expressed or implied herein. Forward-looking statements contained herein could include, among other things, statements about management's confidence in and strategies for performance; expectations for new and existing products, technologies and opportunities; and expectations regarding growth, sales, cash flows, and earnings. Forward-looking statements can be identified by the use of such terms as "may," "could," "expect," "anticipate," "intend," "believe," "likely," "estimate," "outlook," "plan" or other comparable terms.

Factors that could cause actual results to differ, perhaps materially, from those implied by forward-looking statements include, but are not limited to: (1) changes in the worldwide business environment in which the Company operates, including general economic conditions; (2) changes in currency exchange rates, interest rates, commodity and fuel costs and capital costs; (3) changes in the performance of equity and bond markets that could affect, among other things, the valuation of the assets in the Company's pension plans and the accounting for pension assets, liabilities and expenses; (4) changes in governmental laws and regulations, including environmental, occupational health and safety, tax and import tariff standards; (5) market and competitive changes, including pricing pressures, market demand and acceptance for new products, services and technologies; (6) the Company's inability or failure to protect its intellectual property rights from infringement in one or more of the many countries in which the Company operates; (7) failure to effectively prevent, detect or recover from breaches in the Company's cybersecurity infrastructure; (8) unforeseen business disruptions in one or more of the many countries in which the Company operates due to political instability, civil disobedience, armed hostilities, public health issues or other calamities; (9) disruptions associated with labor disputes and increased operating costs associated with union organization; (10) the seasonal nature of the Company's business; (11) the Company's ability to successfully enter into new contracts and complete new acquisitions or strategic ventures in the time-frame contemplated, or at all; (12) the integration of the Company's strategic acquisitions, including the acquisition of Clean Earth; (13) risks associated with the acquisition of Clean Earth and the sale of Business generally, such as the inability to obtain, delays in obtaining, or the imposition of burdensome conditions imposed in connection with obtaining regulatory approval; (14) the occurrence of any event, change or other circumstances that could give rise to the termination of the definitive agreements entered into for the acquisition of Clean Earth and the sale of the Business; (15) potential severe volatility in the capital markets and the impact on the cost of the Company to obtain debt financing as may be necessary to consummate the acquisition of Clean Earth; (16) failure to retain key management and employees of Clean Earth and its subsidiaries; (17) the amount and timing of repurchases of the Company's common stock, if any; (18) the outcome of any disputes with customers, contractors and subcontractors; (19) the financial condition of the Company's customers, including the ability of customers (especially those that may be highly leveraged and those with inadequate liquidity) to maintain their credit availability; (20) implementation of environmental remediation matters; (21) risk and uncertainty associated with intangible assets; and (22) other risk factors listed from time to time in the Company's SEC reports. A further discussion of these, along with other potential risk factors, can be found in Part I, Item 1A, "Risk Factors," of the Company's Annual Report on Form 10-K for the year ended December 31, 2018. The Company cautions that these factors may not be exhaustive and that many of these factors are beyond the Company's ability to control or predict. Accordingly, forward-looking statements should not be relied upon as a prediction of actual results. The Company undertakes no duty to update forward-looking statements except as may be required by law.

Item 9.01 Financial Statements and Exhibits.

The following exhibits are furnished as part of the Current Report on Form 8-K:

Exhibit 2.1	Stock Purchase Agreement, dated as of May 8, 2019, by and between Calrissian Holdings, LLC, CEHI Acquisition Corporation, the holders of stock and options in CEHI Acquisition Corporation, Compass Group Diversified Holdings LLC and, solely for the purposes of Section 9(r) thereof, the Company.*
Exhibit 2.2	Asset Purchase Agreement, dated as of May 8, 2019, by and among the Company, E&C FinFan, Inc. and, solely with respect to Section 11.19 thereof, Chart Industries, Inc.*

* Schedules and similar attachments have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company will furnish copies of any such schedules and attachments to the U.S. Securities and Exchange Commission upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HARSCO CORPORATION

Date: May 13, 2019

/s/ Russell C. Hochman

Name: Russell C. Hochman
Title: Senior Vice President and General Counsel,
Chief Compliance Officer & Corporate Secretary

Exhibit 2.1

Execution Version

STOCK PURCHASE AGREEMENT

by and among

CALRISSIAN HOLDINGS, LLC, as Buyer,

CEHI ACQUISITION CORPORATION, as the Company,

THE HOLDERS OF STOCK AND OPTIONS IN
CEHI ACQUISITION CORPORATION, as Sellers,

COMPASS GROUP DIVERSIFIED HOLDINGS LLC, in its capacity Sellers' Representative,

and

HARSCO CORPORATION, as Guarantor

DATED AS OF MAY 8, 2019

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement is entered into as of May 8, 2019 by and among Calrissian Holdings, LLC, a Delaware limited liability company ("Buyer"), CEHI Acquisition Corporation, a Delaware corporation (the "Company"), the Stockholders and Optionholders (each as defined below) listed on the counterpart signature pages hereto (each, a "Seller" and, collectively, "Sellers"), and Compass Group Diversified Holdings LLC, a Delaware limited liability company, in its capacity as representative of Sellers ("Sellers' Representative" and, collectively with Buyer, the Company and Sellers, the "Parties") and, solely for the purposes of Section 9(r), Harsco Corporation, a Delaware corporation ("Guarantor").

WHEREAS, Stockholders in the aggregate own all of the issued and outstanding capital stock of the Company and the Optionholders hold all of the outstanding options granted by the Company.

WHEREAS, this Agreement contemplates a transaction in which Buyer will purchase from Sellers, and Sellers will sell to Buyer, all of the issued and outstanding equity of the Company.

WHEREAS, as a condition and inducement to Buyer entering into this Agreement, concurrently with the execution and delivery of this Agreement, the Key Employee has entered into an offer letter, dated as of the date hereof and that shall become effective as of the Closing.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

1. Definitions.

"280G Stockholder Approval" has the meaning set forth in Section 6(h) below.

"Acquisition" has the meaning set forth in Section 4(w) below.

"Acquisition Contract" has the meaning set forth in Section 4(w) below.

"Adjustment Amount" has the meaning set forth in Section 2(e)(viii) below.

"Adjustment Holdback Account" has the meaning set forth in Section 2(j) below.

"Adjustment Holdback Amount" means $3,000,000.

"Adjustment Report" has the meaning set forth in Section 2(e)(ii) below.

"Adverse Consequences" means all demands, claims, actions, damages, liabilities, losses, costs, expenses, fines, judgments, obligations, penalties, Taxes, payments and fees, including court costs and reasonable attorneys' and other third party professional fees and expenses, in each case, actually incurred or paid, as applicable.

"Affiliate" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act.

"Affiliated Group" means any affiliated group within the meaning of Code §1504(a) or any similar group defined under a similar provision of state, local or foreign law.

"Affordable Care Act" means the Patient Protection and Affordable Care Act, as amended by the Health and Education Reconciliation Act of 2010.

"Agreement" means this Stock Purchase Agreement as may be amended, supplemented or otherwise modified from time to time.

"Allocable Portion" means, with respect to each Seller, the percentage set forth opposite each such Seller's name under the heading "Allocable Portion" on Schedule I attached hereto, which schedule may be updated by mutual agreement of Buyer and the Stockholder Representative from time to time prior to the Closing.

"Alternative Transaction" means, other than the transactions contemplated hereby, (i) any direct or indirect acquisition (in each case regardless of the form of transaction) of either (A) all or a substantial portion of the assets of the Company or any of its Subsidiaries or (B) any equity interest greater than five percent (5%) of the total equity interests of the Company or any of its Subsidiaries (including any such equity interest held by any of the Sellers), any right to acquire any such equity interest, or any security convertible into or exercisable for any such equity interest; or (ii) any joint venture or other strategic investment in or involving the Company or any of its Subsidiaries.

"Ancillary Agreements" means the FIRPTA Certificate, the Escrow Agreement, and any other documents, exhibits, agreements, schedules, certificates or instruments being executed and delivered pursuant to Section 7(a)(iv) or Section 7(b)(iii) of this Agreement.

"Audited Balance Sheet" has the meaning set forth in Section 4(h)(i) below.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which banks in New York, New York are authorized or obligated by applicable Law to close.

"Buyer" has the meaning set forth in the preface above.

"Buyer Plan" has the meaning set forth in Section 6(c)(ii) below.

"Buyer Releasee" has the meaning set forth in Section 9(q)(iv) below.

"Buyer Releasor" has the meaning set forth in Section 9(q)(iii) below.

"CapEx Budget" has the meaning set forth in Section 5(b)(xiv) below.

"Captive Insurance Excess" means $1,000,000.00.

"Cash" means, without duplication, cash and cash equivalents (including marketable securities and short term investments) of the Company and its Subsidiaries calculated in accordance with GAAP; provided, however, that Cash shall be calculated net of (i) any restricted cash, (ii) all issued but uncleared checks and drafts of the Company and its Subsidiaries, (iii) any insurance proceeds or indemnification payments received by the Company or any of its Subsidiaries with respect to any casualty loss or otherwise in respect of liabilities that have not been discharged prior to the Closing, (iv) any cash or cash equivalents (including marketable securities and short term investments) held for the benefit of third parties, and (v) any cash and cash equivalents (including marketable securities and short term investments) held in escrow or as collateral in support of bonds or other obligations (or potential obligations) of the Company or any of its Subsidiaries.

"Cash Out Option" means an Option that is not a Specified Option.

"CDH" has the meaning set forth in Section 9(o) below.

"Closing" has the meaning set forth in Section 2(c) below.

"Closing Cash" means the aggregate amount of Cash as of immediately prior to the Closing.

"Closing Date" has the meaning set forth in Section 2(c) below.

"Closing Funded Indebtedness" means the aggregate amount of Funded Indebtedness that remains unpaid as of immediately prior to the Closing.

"Closing Statement" has the meaning set forth in Section 2(e)(i) below.

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

"Commitment Letter" means the commitment letter, dated as of the date hereof, between the Financing Sources party thereto and Buyer (and including any lenders who become party thereto by joinder in accordance with the terms of such commitment letter, together with all exhibits, schedules, annexes and, to the extent otherwise in accordance with the terms hereof, supplements and amendments thereto), pursuant to which the Financing Sources party thereto agreed to lend the amounts set forth therein on the terms and subject to the conditions set forth therein for the purpose of funding the transactions contemplated by this Agreement.

"Company" has the meaning set forth in the preface above.

"Company 401(k) Plan" means the Clean Earth Plan, Plan No. 002.

"Company Stockholders' Agreement" means that certain Stockholders' Agreement, dated as of August 2014, by and among the Company, Compass Group Diversified Holdings LLC, and the other Stockholders (as defined therein) of the Company, as further amended or otherwise modified through the date hereof and as may be further amended or otherwise modified through Closing.

"Company Transaction Expenses" means all costs, fees and expenses payable by the Company or any of its Subsidiaries to any Person incurred by or on behalf of the Company, any of its Affiliates or any of the Sellers on or before the Closing in connection with the preparation, negotiation, execution and consummation of this Agreement and the transactions contemplated hereby to the extent, if any, unpaid as of immediately prior to Closing (but calculated assuming consummation of the transactions contemplated hereby such that all Company Transaction Expenses that become payable as a consequence of, or upon, the Closing are included), including: (a) any brokerage, finders' or other advisory fees, costs, expenses, commissions or similar payments; (b) any fees, costs, disbursements or expenses of counsel, accountants or other advisors or service providers; (c) other than the aggregate Option Cancellation Payments, any fees, costs, expenses of, or payments to be made by, the Company or any of its Subsidiaries related to any transaction or retention bonus, incentive bonus, stay bonus, long-term incentive awards, termination or change-of-control payment, severance or other compensatory payments to be made to any current or former employee, director or other current or former individual service provider of the Company or any of its Subsidiaries, in whole or in part, as a result of or in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby (but excluding, for the avoidance of doubt, any such arrangements that are implemented by Buyer), including Tax "gross up" payments payable with respect to any of the foregoing; (d) the required employer portion of payroll or similar Taxes payable in connection with the Option Cancellation Payments or any Company Transaction Expenses (or an item that would have been a Company Transaction Expense if it had not been paid prior to the Closing); (e) any termination, exit or similar fees and expenses payable to any Seller or any of their respective Affiliates as a result of or in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby pursuant to any advisory, management or other similar Contract with the Company or any of its Subsidiaries; and (f) all other fees and expenses payable by the Company or any of its Subsidiaries in connection any transactions contemplated with other potential acquirors of (or investors in) the Company or any of its Subsidiaries (including in connection with any auction process) or other strategic alternatives pursued by the Company or any of its Subsidiaries (including any public or private offering of securities).

"Competitive Business" has the meaning set forth in Section 6(f)(ii) below.

"Compliant" means, as of any time of determination, with respect to the Required Financing Information, that (a) such Required Financing Information, taken as a whole, at such time does not contain any untrue statement of a material fact regarding the Company or omit to state any material fact regarding the Company required to be stated therein or necessary in order to make the Required Financing Information, in the light of the circumstances under which the statements contained therein are made, not misleading, (b) such Required Financing Information complies in all material respects with all applicable requirements of Regulation S-K and Regulation S-X under the Securities Act for a registered public offering of securities on Form S-1 (other than such provisions for which compliance is not customary in a Rule 144A offering of debt securities including information required by Regulation S-X Items 3-10 and 3-16 and by Item 402 of Regulation S-K under the Securities Act) and (c) the financial statements and other financial information included in such Required Information would not be deemed stale or otherwise be unusable under customary practices for offerings and private placements of debt securities under Rule 144A of the Securities Act and are, and remain throughout the Marketing Period, sufficient to permit the Company's independent accountants to issue comfort letters, including as to customary negative assurances and change period, in order to consummate any offering of debt securities on any day during the Marketing Period, which such accountants have confirmed they are prepared to issue.

"Confidential Information" shall mean any confidential or proprietary information, whether written or oral, tangible or intangible, of, concerning or relating to the Company, its Subsidiaries, or their respective existing or existing plans for future businesses, whether or not labeled or identified as confidential or proprietary and including any notes, analyses, compilations, studies, summaries, information relating to the management, operation or planning of the Company, its Subsidiaries, or their respective businesses and plans for future development of the Company's and its Subsidiaries' respective businesses. For purposes of this Agreement, the term "Confidential Information" shall not include information that (i) is or becomes generally available to the public other than as a result of any disclosure by any Seller or its representatives in violation of this Agreement or any person that is known to such Seller to have breached an obligation to Buyer to keep such information confidential, (ii) is or becomes available to such Seller or its representatives on a non-confidential basis from a source other than Buyer or its representatives, provided that such source is not known by such Seller or its representatives to be bound by a confidentiality agreement with or other contractual, legal or fiduciary obligation of confidentiality to Buyer or its representatives with respect to such information or (iii) was or is developed by such Seller or its representatives independently of, and without use of or reference to, any Confidential Information.

"Confidentiality Agreement" has the meaning set forth in Section 5(c)(iii) below.

"Continuing Employees" has the meaning set forth in Section 6(c)(i) below.

"Contract" means any agreement, contract, arrangement, engagement, commitment, obligation, undertaking, purchase order, instrument or other agreement that is legally binding (together with any amendment, restatement or other modification thereto).

"Contracting Parties" has the meaning set forth in Section 9(q)(ii) below.

"Debt Payoff Letters" has the meaning set forth in Section 7(a)(ix) below.

"Disclosure Schedule" means the disclosure schedule delivered by the Company to the Buyer qualifying the representations and warranties made by the Company herein and certain covenants of the Sellers and the Company set forth herein.

"Distribution Amount" means the sum of (i) the Estimated Purchase Price, minus (ii) the Representative Holdback Amount, minus (iii) the Adjustment Holdback Amount, plus (iv) the aggregate Exercise Prices of the Cash-Out Options outstanding immediately prior to the Closing.

"Employee Benefit Plan" means each "employee benefit plan" (within the meaning of §3(3) of ERISA), whether or not subject to ERISA, and each employment, individual consulting, and individual independent contractor agreement and each bonus, incentive, commission, equity purchase, option, equity or other equity-based, retirement or supplemental retirement, pension, profit sharing, deferred compensation, loan, severance, termination, retention, change of control, Code Section 125, life, disability or other insurance, paid-time off, vacation, welfare benefit, fringe

benefit, post-retirement or retiree welfare, or other benefit or compensation plan, agreement, program, policy or other arrangement, (i) that is maintained, sponsored, contributed to or obligated to be contributed to by the Company or any of its Subsidiaries for the benefit of any current or former employee, officer, director or independent contractor of the Company or any of its Subsidiaries, or the beneficiaries or dependents of any such individual or (ii) under which the Company or any of its Subsidiaries have or may reasonably be expected to have any liability, direct or indirect, contingent or otherwise.

"Enterprise Value" means $625,000,000.

"Environmental, Health, and Safety Permits" shall mean any and all permits, licenses, registrations, approvals and any other authorization required under, or issued pursuant to, any Environmental, Health, and Safety Requirements.

"Environmental, Health, and Safety Requirements" shall mean all Laws and Orders concerning worker or public health and safety or protection of the environment or natural resources, including all those relating to the presence, use, production, generation, handling, transportation, treatment, recycling, reuse, storage, disposal, distribution, labeling, testing, processing, discharge, Release, threatened Release, control, or cleanup of any Hazardous Material.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" means any trade or business, whether or not incorporated, that, together with the Company and its Subsidiaries, is or would have been, at any date of determination occurring after January 1, 2012 and prior to the date of this Agreement, treated as a single employer within the meaning of Code §414 or Section 4001 of ERISA.

"Escrow Agent" means Citibank, N.A.

"Escrow Agreement" means an Escrow Agreement by and among Buyer, the Escrow Agent and the Sellers' Representative, to be dated as of the Closing Date and substantially in the form attached as Exhibit A hereto.

"Estimated Closing Cash" has the meaning set forth in Section 2(e)(i) below.

"Estimated Closing Funded Indebtedness" has the meaning set forth in Section 2(e)(i) below.

"Estimated Company Transaction Expenses" has the meaning set forth in Section 2(e)(i) below.

"Estimated Purchase Price" means (A) Enterprise Value, plus (B) the Captive Insurance Excess, plus (C) Estimated Closing Cash, plus (D) the amount, if any, by which Estimated Working Capital is greater than Target Working Capital, minus (E) the amount, if any, by which Estimated Working Capital is less than Target Working Capital, minus (F) Estimated Closing Funded Indebtedness, minus (G) Estimated Company Transaction Expenses.

"Estimated Working Capital" has the meaning set forth in Section 2(e)(i) below.

"Exercise Price" means, with respect to any Option, the amount required to be paid by the Optionholder to exercise such Option assuming the exercise thereof as of the Closing Date.

"FICA" means the Federal Insurance Contributions Act, as amended.

"Final Cash" has the meaning set forth in Section 2(e)(v) below.

"Final Company Transaction Expenses" has the meaning set forth in Section 2(e)(v) below.

"Final Funded Indebtedness" has the meaning set forth in Section 2(e)(v) below.

"Final Working Capital" has the meaning set forth in Section 2(e)(v) below.

"Financial Statements" has the meaning set forth in Section 4(h)(i) below.

"Financing" means any debt or other financings in connection with the transactions contemplated by this Agreement, including any offering or private placement of debt securities or borrowing of loans and any related commitment letter (including the Commitment Letter) or engagement letter and including any credit facilities or capital markets debt financing.

"Financing Sources" means the agents, arrangers, underwriters, purchasers, lenders and other entities that have committed to provide or arrange or otherwise entered into agreements in connection with any Financing, including the parties to any commitment letter (including the Commitment Letter) or engagement letter in respect of any Financing or to any joinder agreements, indentures, credit agreements or other agreements entered pursuant thereto or relating thereto, together with their respective Affiliates and the current, former or future officers, directors, employees, partners, trustees, shareholders, equityholders, managers, members, limited partners, controlling persons, agents and representatives of each of them and their respective Affiliates and the successors and assigns of the foregoing Persons.

"FIRPTA Certificate" has the meaning set forth in Section 2(d)(i) below.

"Funded Indebtedness" means, without duplication, as to the Company and its Subsidiaries, the aggregate amount (including the current portions thereof) of all payment obligations in respect of (a) indebtedness for money borrowed from Persons other than the Company or any of its Subsidiaries (b) indebtedness evidenced by notes, debentures, bonds (other than those covered by clause (c) of this definition) or other similar instruments or debt securities, (c) all obligations in respect of any guarantee, surety bond, performance bond, closure bond, surety, keep-well, bankers' acceptance, letter of credit or similar arrangement, in each case, issued for the account of the Company or any of its Subsidiaries and to the extent drawn upon, (d) all obligations under any derivative, hedging, swap and similar instruments or transactions, in each case, calculated at the termination value thereof as if terminated at or immediately prior to the Closing, (e) all obligations in respect of unfunded or underfunded deferred compensation or pensions, (f) the amount of all obligations for deferred purchase price of property, assets or services or for earn-outs, holdbacks and other similar obligations (including the amount of future payment obligations), in each case, as reflected on the Financial Statements or, to the extent not reflected on the Financial Statements, equal to the amount of any such holdback and, in all other cases, as calculated on a net present value basis using a 5.5% discount rate, (g) all obligations of the

Company or any of its Subsidiaries as lessee under leases that have been or should be, in accordance with GAAP, recorded as capital leases, (h) accrued interest, prepayment premiums, penalties, damages, charges, fees or expenses related to any of the items referred to in clauses (a) through (g), (i) any indebtedness referred to in clauses (a) through (h) above that is directly or indirectly guaranteed by such Person, (j) if the amount of capital expenditures that have been made or spent by a certain date are less than 75% of the Pro Rata Capex Budget as of such date, the aggregate amount of capital expenditures set forth in the Pro Rata Capex Budget that have not been made or spent, (k) any Taxes of or imposed on or with respect to the Company and its Subsidiaries from any Pre-Closing Tax Period or any Pre-Closing Straddle Period (as determined pursuant to Section 6(d)(i)(A) (which shall (i) not be an amount less than zero and (ii) be calculated taking into account any overpayments of Taxes or other Tax attributes solely to the extent they offset a Tax liability as a matter of law), (l) if the sum of non-cancellable purchase commitments plus aggregate capital expenditures, each as of a certain date exceeds 125% of the Capex Budget for fiscal year 2019 (the "Purchase Commitment Threshold Amount"), the amount of such non-cancellable purchase commitments and aggregate capital expenditures in excess of the Purchase Commitment Threshold Amount, and (m) all accrued and unpaid fees and expenses payable to any Seller (or any of their respective Affiliates) pursuant to any advisory, management or other similar agreement or arrangement with the Company or any of its Subsidiaries. Notwithstanding the foregoing, "Funded Indebtedness" does not include any obligation in respect of (i) letters of credit and bank guarantees, in each case, to the extent not drawn upon, (ii) accounts payable, (iii) intercompany indebtedness and other balances between or among the Company and its wholly-owned Subsidiaries, (iv) operating leases or (v) any amounts to the extent taken in account in the calculation of Estimated Working Capital or Final Working Capital.

"GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

"Governing Documents" means, with respect to any particular Person: (a) if a corporation, the articles or certificate of incorporation and the bylaws of such entity; (b) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (c) if a limited liability company, the articles or certificate of organization or formation and the operating agreement; (d) if another type of Person, any other charter or similar document adopted or filed in connection with the creation, formation or organization of such Person; and (e) any amendment, modification or supplement to the foregoing.

"Governmental Entity" means any (a) nation, state, county, city, town, village, district, or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign, or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (d) multi-national organization or body; or (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature.

"Guarantor" has the meaning set forth in the preamble hereto.

"Guaranty" has the meaning set forth in Section 9(r) below.

"Hart-Scott-Rodino Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Hazardous Material" means any hazardous wastes, or other wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, or radiation regulated pursuant to, or that could result in liability under, any Environmental Health and Safety Requirement, including any material, substance or waste defined as a "contaminant," "pollutant," "solid waste," "hazardous waste," "hazardous material," "hazardous substance," "toxic waste," "hazardous pollutant" or "toxic substance" in, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et. seq.), the Occupational Health and Safety Act (29 U.S.C. Section 651, et. seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801, et. seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et. seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et. seq.), the Federal Water Pollution Control Act, as amended by the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Atomic Energy Act (42 U.S.C. Section 2014, et seq.), and Energy Reorganization Act (42 U.S.C. Section 5801 et seq.), each and all as amended, and each state counterpart, or any other Environmental, Health, and Safety Requirements.

"Improvements" means all buildings, structures, fixtures and improvements located on Owned Real Property and Leased Real Property, including those under construction.

"Independent Accountants" means Deloitte & Touche LLP, provided that if Deloitte & Touche LLP is unable or unwilling to serve or continue to serve, Buyer and the Sellers' Representative shall appoint by mutual agreement the office of an impartial nationally recognized firm of independent certified public accountants other than the accountants of Sellers' Representative, the Buyer or the Guarantor.

"Infringe" has the meaning set forth in Section 4(m)(iv) below.

"Insurance Cap" has the meaning set forth in Section 6(e)(ii) below.

"Intellectual Property" means, collectively, all worldwide industrial and intellectual property rights, including rights in or associated with (i) patents, patent applications, patent rights; (ii) trademarks, trademark registrations and applications therefor, trade dress rights, trade names, service marks, service mark registrations and applications therefor, logos, trade names and other source indicators, including all goodwill associated therewith and all common law rights related thereto; (iii) Internet domain names, Internet and World Wide Web URLs or addresses; (iv) copyrights, copyright (including copyrights in IT Assets) registrations and applications therefor, mask work rights, mask work registrations and applications therefor; and (v) inventions, methods, processes, software, trade secrets and confidential know how.

"IRS" means the Internal Revenue Service of the United States.

"IT Assets" means computers, software, code, websites, applications, databases, networks, hardware, servers, data communications lines, and all other information technology related equipment.

"Joint Direction" means joint written instructions of Buyer and the Sellers' Representative instructing the Escrow Agent to make a payment out of the Adjustment Holdback Account.

"Key Employee" means Christopher Dods.

"Knowledge of the Company" means the actual knowledge of Christopher Dods, Bernard Guerin, Averil Rance, Hector Sanchez, Michael Goebner, Steven Sands, James Hull and Vicki Kozhuschenko after reasonable inquiry of Company employees reporting directly to such Persons.

"Law" means any applicable federal, state, local, municipal, foreign, international, multinational, or other administrative Order, constitution, decree, judgment, law, ordinance, principle of common law, regulation, rule, statute, or treaty and any statutory or regulatory provisions consolidating, amending or replacing such Law.

"Leased Real Property" means all leasehold or subleasehold estates and other rights to use or occupy any land, buildings, structures, improvements, fixtures, or other interest in real property that is used in the Company's or any of its Subsidiaries' business.

"Leases" means all leases, subleases, licenses, concessions and other agreements (written or oral), including all amendments, extensions, renewals, guaranties, and other agreements with respect thereto, pursuant to which the Company or any of its Subsidiaries holds any Leased Real Property.

"Lien" means any mortgage, pledge, lien, encumbrance, charge, claim, security interest, license, adverse ownership interest, deed of trust, easement, right of first refusal, hypothecation, restriction on transfer of title or other similar encumbrance.

"Marketing Period" means the first period of thirty-one (31) consecutive calendar days commencing on the later of (i) May 14, 2019 and (ii) the date on which the Required Financing Information is delivered to Buyer throughout and at the end of which Buyer shall have the Required Financing Information and the Required Financing Information shall be Compliant; provided that (A) such thirty-one (31) consecutive calendar day period shall not be required to be consecutive to the extent it would include (I) May 25, 26 or 27, 2019 or (II) July 4, 5, 6 or 7, 2019 (it being understood that any day that occurs on such excluded days after the commencement of such period shall be disregarded for purposes of calculating the consecutive calendar days constituting such period (but not reset such period) and (B) if such thirty-one (31) consecutive calendar days shall not have fully elapsed on or prior to August 17, 2019, then such thirty-one (31) consecutive calendar day period shall instead be a twenty-one (21) consecutive calendar day period that shall commence no earlier than September 3, 2019; provided, further, that if the last day of the Marketing Period is not a Business Day, then the last day of the Marketing Period shall be the next succeeding Business Day. Notwithstanding anything in the preceding sentences of this definition to the contrary, the Marketing Period shall not commence or be deemed to have commenced if, after the date hereof and prior to the completion of such thirty-one (31) consecutive calendar day period (or, as applicable, twenty-one (21) consecutive calendar day period): (a) Seller or the Company has announced to Buyer, the Company's independent auditor or any other third party (x) its intention to restate in any material respect any of the Company's financial statements contained in the Required Financing Information, or (y) that any such restatement is under active

consideration, in which case of this clause (a), the Marketing Period shall not commence unless and until such restatement has been completed, the applicable Required Financing Information has been amended and, to the extent such financial statements had previously been audited, an "unqualified" audit opinion is issued with respect to such restated financial statements, or Seller or the Company has announced to Buyer and the Company's independent auditor that no restatement is required; or (b) the Company's independent auditor shall have withdrawn any audit opinion with respect to any of the Company's financial statements contained in the Required Financing Information, in which case the Marketing Period shall not be deemed to commence unless and until a new "unqualified" audit opinion is issued with respect to such financial statements or any restatement thereof.

"Material Adverse Effect" means any event, occurrence or development that, individually or in the aggregate, has had or is reasonably expected to have a material adverse effect on (i) the business, assets, liabilities, financial condition or operating results of the Company and its Subsidiaries, taken as a whole, or (ii) on the ability of Sellers to timely consummate the transactions contemplated hereby; provided, however, that, for purposes of clause (i) only, notwithstanding its materiality, none of the following shall, individually or in the aggregate, be taken into account in determining whether there has been, a Material Adverse Effect to the extent arising from or related to: (a) changes after the date hereof in general business or economic conditions in any of the geographical areas in which the Company or any of its Subsidiaries operate, (b) changes after the date hereof in national or international political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, (c) any changes in financial, banking, or securities markets in general (including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates), (d) changes after the date hereof in Law or GAAP (or the enforcement, implementation or interpretation thereof), (e) the entry into, announcement or performance of this Agreement or the identity or business plans of Buyer or its Affiliates, including any impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors or employees; provided, however, that this clause (e) shall not apply with respect to the representations or warranties set forth in Section 3(a)(ii), Section 3(a)(iii), Section 3(a)(iv), Section 4(c), Section 4(d), Section 4(e), Section 4(l)(iii)(B) or Section 4(r)(ii)(E) in this Agreement or any certificate delivered hereunder or any related closing condition to the extent that the purpose of such portion of such representation or warranty is to address the consequences resulting from the execution, delivery, performance or announcement of this Agreement and the transactions contemplated hereby, (f) the taking of any action (or omission to take any action) at Buyer's written request or (g) any failure by the Company or any of its Subsidiaries to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement; provided, however, that clause (g) shall not prevent a determination that any change or effect underlying such failure to meet projections, forecasts or revenue or earnings predictions has resulted in a Material Adverse Effect (to the extent such change or effect is not otherwise excluded from this definition of Material Adverse Effect), so long as in the case of clauses (a), (b), (c) and (d), such events, occurrences or developments do not have, or are not reasonably expected to have, individually or in the aggregate, a disproportionate impact on the Company and its Subsidiaries, taken as a whole, relative to other participants in the industry in which the Company and its Subsidiaries operate.

"Material Contracts" has the meaning set forth in Section 4(n) below.

"Material Customers" has the meaning set forth in Section 4(u) below.

"Material Suppliers" has the meaning set forth in Section 4(u) below.

"Most Recent Balance Sheet Date" has the meaning set forth in Section 4(h)(i) below.

"Multiemployer Plan" means a multiemployer plan within the meaning of Section 3(37) of ERISA or Section 4001(a)(3) of ERISA, to which the Company or any of its Subsidiaries contributes, has contributed since January 1, 2012, or has, or has had, an obligation to contribute since January 1, 2012.

"No-Shop Period" has the meaning set forth in Section 5(f)(i) below.

"Nonparty Affiliates" has the meaning set forth in Section 9(q)(ii) below.

"Objection Notice" has the meaning set forth in Section 2(e)(iii) below.

"Option" means an option to acquire a share of common stock, par value $0.001, of the Company granted under the Stock Plans that is outstanding immediately prior to the Closing.

"Option Agreement" means a stock option award agreement pursuant to which an Option was granted to an Optionholder.

"Option Cancellation Payment" has the meaning set forth in Section 2(f)(i) below.

"Optionholder" means a holder of an Option.

"Order" means any award, decision, injunction, judgment, determination, decree, order, ruling, subpoena or verdict entered, issued, made or rendered by any Governmental Entity or by any arbitrator.

"Ordinary Course of Business" means, with respect to the Company or any of its Subsidiaries, the ordinary course of business consistent with past custom and practice.

"Outside Date" has the meaning set forth in Section 8(a)(ii) below.

"Owned Real Property" means all real property and interest in real property owned in fee by the Company or any of its Subsidiaries, together with all buildings, improvements and fixtures located thereon and all easements and appurtenances thereto.

"Parties" has the meaning set forth in the preface above.

"Permitted Encumbrances" means: (a) taxes, assessments and other governmental levies, fees, or charges that are (i) not due and payable or (ii) being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP; (b) mechanics liens and similar liens for labor, materials, or supplies incurred in the Ordinary Course of Business for amounts that are (i) not delinquent or (ii) being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP; (c) zoning, building codes, and other land use laws regulating the use or occupancy of any parcel of Real Property or the activities conducted thereon that are imposed by any Governmental Entity having jurisdiction over such Real Property; (d) easements, covenants, restrictions, and other similar matters affecting title to such Real Property and other title defects, all of which do not or would not reasonably be expected to materially impair the use or occupancy of such Real Property in the operation of the business of the Company and its Subsidiaries taken as a whole; (e) any right, interest, Lien or title of a licensor, sublicensor, licensee, sublicensee, lessor or sublessor under any Lease that does not or would not reasonably be expected to materially impair the use or occupancy of such Real Property in the operation of the business of the Company and its Subsidiaries taken as a whole; (f) purchase money liens and liens securing rental payments under capital or operating lease arrangements, in each case, incurred in the Ordinary Course of Business; (g) any security interests, liens or similar rights granted to any bonding or insurance company pursuant to the bonds and payment guarantees set forth on Section 1(b) of the Disclosure Schedule, and (h) the matters set forth on Section 1(b) of the Disclosure Schedule.

"Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a governmental entity (or any department, agency, or political subdivision thereof).

"Post-Closing Straddle Period" has the meaning set forth in Section 6(d)(i)(A) below.

"Post-Closing Tax Period" means any Tax period that begins after the Closing Date.

"Pre-Closing Straddle Period" has the meaning set forth in Section 6(d)(i)(A) below.

"Pre-Closing Tax Claim" has the meaning set forth in Section 6(d)(vii) below.

"Pre-Closing Tax Period" has the meaning set forth in Section 6(d)(i)(B) below.

"Pre-Closing Tax Return" has the meaning set forth in Section 6(d)(ii)(A) below.

"Privacy Policies" means the Company's or its Subsidiaries' policies relating to privacy, personal information, data or the operation of security of any IT Asset.

"Pro Rata Capex Budget" means, with respect to a certain date, (i) the aggregate amount of capital expenditures set forth in the Capex Budget for fiscal year 2019 *divided by* (ii) 365 *multiplied by* (iii) the number of days from and including January 1, 2019 to, and including, such date.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

"Proposal" has the meaning set forth in Section 5(f)(i) below.

"Purchase Price" has the meaning set forth in Section 2(e)(vi) below.

"Real Property" means, collectively, the Owned Real Property and the Leased Real Property.

"Registered Company Intellectual Property" has the meaning set forth in Section 4(m)(i) below.

"Related Party Contract" has the meaning set forth in Section 4(t) below.

"Release" means the releasing, spilling, leaking, discharge, disposal of, pumping, pouring, emitting, emptying, injecting, leaching, dumping or allowing of Hazardous Materials to escape into or through the indoor or outdoor environment.

"Report Date" has the meaning set forth in Section 6(d)(viii).

"Representative Holdback Amount" means $500,000.

"Representative Holdback Account" has the meaning set forth in Section 2(b)(v) below.

"Representation and Warranty Insurance Policy" means that certain representation and warranty insurance policy, to be issued on the Closing Date, in the name and for the benefit of Buyer.

"Required Financing Information" means (a)(i) the Financial Statements, (ii) the unaudited consolidated balance sheets and related statements of operations, stockholders' equity and cash flows of the Company and its Subsidiaries for each subsequent fiscal quarter (other than the fourth (4th) fiscal quarter of the Company's fiscal year) ended at least forty-five (45) calendar days prior to the Closing Date (including the comparable prior year period), in each case, reviewed in accordance with AICPA Statement of Auditing Standards 100, (iii) such other financial and operating information and data relating to the Company of the type customarily included in, or required to be included in, a registered public offering of securities by Buyer on Form S-1 (including information required by Regulation S-X and Regulation S-K under the Securities Act and information necessary for Buyer's preparation of customary pro forma financial statements to be included therein) relating to an acquired business that constitutes a "significant subsidiary" under Regulation S-X Rule 1-02(w), but limited to the type and form customarily included in private placements of debt securities under Rule 144A of the Securities Act, and of the type, form and substance necessary for an investment bank to receive customary comfort (including "negative assurance" comfort), reasonably requested by Buyer and the Financing Sources in connection with the arrangement, marketing, syndication of the financing contemplated by the Financing and (iv) drafts of customary "comfort letters" (including customary "negative assurances") for a private placement transaction from the Company's independent auditors and (b) consents from the Company's independent auditors for the use of their reports in any materials related to the Financing and customary authorization letters from the Company to the Financing Sources authorizing distribution of information to prospective lenders (including customary 10b-5 and material non-public information representations), in each case above, all of which is Compliant.

"Restricted Party" means Compass Group Diversified Holdings LLC.

"Restricted Period" means the period beginning on the Closing Date and ending on the third (3rd) anniversary thereof.

"SEC" means the Securities and Exchange Commission.

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

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

"Seller Releasee" has the meaning set forth in Section 9(q)(iii) below.

"Seller Releasor" has the meaning set forth in Section 9(q)(iv) below.

"Sellers" has the meaning set forth in the preface above and includes all Optionholders.

"Sellers' Allocable Pre-Closing Taxes" has the meaning set forth in Section 6(d)(ii)(A) below.

"Sellers' Representative" has the meaning set forth in the preface above.

"Shares" means, collectively, the issued and outstanding shares of the common stock, par value $0.001, of the Company.

"SPB" has the meaning set forth in Section 9(o) below.

"Specified Option" means each Option identified as a Specified Option on Section 3(a)(v) of the Disclosure Schedule, which schedule may be updated by mutual agreement of Buyer and the Stockholder Representative from time to time prior to the Closing.

"Stockholders" means a holder of the Company's Shares.

"Stock Plans" means the CEHI Acquisition Corporation 2014 Stock Option Plan, as may be amended from time to time, and the CEHI Acquisition Corporation 2016 Non-Statutory Stock Option Plan, as may be amended from time to time.

"Straddle Period" means any Tax Period beginning on or before the Closing Date and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership, association, or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof or (ii) if a limited liability company, partnership, association, or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof and for this purpose, a Person or Persons owns

a majority ownership interest in such a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity's gains or losses or shall be or control any managing director or general partner of such business entity (other than a corporation). The term "Subsidiary" shall include all Subsidiaries of such Subsidiary and, unless otherwise expressly provided, shall mean a Subsidiary of the Company.

"Target Working Capital" means $31,000,000.

"Tax" or "Taxes" mean all taxes, or other similar charges, fees, duties, levies or assessments which are imposed by any Taxing Authority, including income, gross receipts, capital stock, net proceeds, ad valorem, payroll, employment, turnover, real, personal and other property (tangible and intangible), sales, use, franchise, excise, value added, stamp, escheat and unclaimed property, leasing, lease, user, transfer, fuel, excess profits, customs duties, environmental; occupational, interest equalization, windfall profits, unitary, severance and employees' income withholding, unemployment and Social Security taxes, duties, assessments and charges (including the recapture of any tax items such as investment tax credits), including any interest, penalties or additions to tax related thereto imposed by any Taxing Authority.

"Tax Claim" has the meaning set forth in Section 6(d)(vii) below.

"Tax Dispute" has the meaning set forth in Section 6(d)(ix) below.

"Tax Expiration Date" has the meaning set forth in Section 6(d)(i)(B).

"Tax Return" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxing Authority" means any Governmental Entity responsible for the imposition, collection, or administration of Taxes.

"Transaction Tax Deductions" all items of deduction to the extent that such items are deductible by the Company or its Subsidiaries for U.S. federal income Tax purposes and, without duplication, that result from or are attributable to (i) the payment of Company Transaction Expenses or amounts that would be Company Transaction Expenses except for the fact that such expenses were paid prior to Closing and (ii) the aggregate amount of Option Cancellation Payments, in each case to the extent such expenses are economically borne by Seller.

"Transaction Tax Deduction NOL" means any net operating losses of the Company and its Subsidiaries for U.S. federal income Tax purposes for the tax period (or portion thereof) that ends on the Closing Date (which, for the avoidance of doubt, excludes any net operating losses that were carried forward to the tax period (or portion thereof) that ends on the Closing Date from a prior tax period) to the extent such net operating loss is directly attributable to the Transaction Tax Deductions (as determined on a "with and without basis").

"Transfer Taxes" has the meaning set forth in Section 6(d)(iv) below.

"Union Employees" has the meaning set forth in Section 6(c)(i) below.

"Waived 280G Benefits" has the meaning set forth in Section 6(h) below.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988 or similar Law.

"Willful Breach" means a material breach of this Agreement that is a consequence of an act or omission knowingly undertaken or knowingly omitted by the breaching Party with the actual knowledge that such act or omission would cause a material breach of this Agreement.

"Working Capital" means, with respect to the Company and its Subsidiaries, the current assets set forth on Exhibit B hereto minus the current liabilities set forth on Exhibit B hereto as of immediately prior to the Closing; provided, that Working Capital shall exclude income or deferred Tax assets and liabilities and shall include non-income Tax assets or liabilities. Such current assets and current liabilities shall be calculated in accordance with GAAP and utilizing only those line items set forth on Exhibit B hereto.

2. Purchase and Sale of Shares; Treatment of Options.

(a) Purchase and Sale of Shares. On and subject to the terms and conditions of this Agreement, at the Closing (i) Buyer will purchase and acquire from each Seller, and each Seller will sell, convey, transfer, assign and deliver to Buyer, all right, title and interest in and to such Seller's Shares, free and clear of all Liens (other than Liens pursuant to applicable securities Laws) for the consideration specified below in this Section 2 and (ii) the Options shall be governed by Section 2(f) below.

(b) Payment of Estimated Purchase Price and Other Amounts at Closing. Buyer agrees to make the following payments at the Closing:

(i) to each Stockholder such Stockholder's Allocable Portion of the Distribution Amount, by wire transfer of immediately available funds to a bank account of such Stockholder designated in writing to Buyer by Sellers' Representative not later than three (3) Business Days prior to the Closing;

(ii) to the Company for the benefit of the Optionholders, the aggregate Option Cancellation Payments, by wire transfer of immediately available funds to an account of the Company in accordance with wire instructions provided by Sellers' Representative not later than three (3) Business Days prior to the Closing;

(iii) to (x) the parties specified in writing by Sellers' Representative not later than three (3) Business Days prior to the Closing, the Estimated Company Transaction Expenses to be paid at Closing to such parties and (y) the Company for the benefit of any current or former individual service provider of the Company to whom Company Transaction Expenses to be paid at Closing are due, the aggregate Estimated Company Transaction Expenses payable to such individuals, in each case, by wire transfer of immediately available funds, in accordance with wire instructions provided by Sellers' Representative in such writing; provided, that in the case of clause (y), any such Company Transaction Expenses shall be paid to such individuals through the Company's payroll system;

(iv) to the applicable lenders identified in the Debt Payoff Letters delivered by such lenders to the Company prior to the Closing, the Funded Indebtedness set forth therein;

(v) to the Sellers' Representative, the Representative Holdback Amount, to be held by the Sellers' Representative in accordance with Section 2(g), by wire transfer of immediately available funds in accordance with wire instructions provided by the Sellers' Representative to a segregated account designated by the Sellers' Representative (the "Representative Holdback Account") not later than three (3) Business Days prior to the Closing; and

(vi) to the Escrow Agent, the Adjustment Holdback Amount by wire transfer of immediately available funds in accordance with wire instructions provided by the Escrow Agent.

(c) Closing. On and subject to the terms and conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall take place at the offices of Squire Patton Boggs (US) LLP, 221 East Fourth Street, Suite 1900, Cincinnati, Ohio 45202 commencing at 9:00 a.m. local time on the second (2nd) Business Day following the satisfaction or waiver of all conditions to the obligations of the Parties to consummate the transactions contemplated hereby (other than conditions with respect to actions the respective Parties will take at the Closing itself, but subject to the satisfaction or waiver of such conditions) or at such other time or on such other date or at such other place as Buyer and Sellers' Representative may mutually determine (the day on which the Closing takes place being the "Closing Date"); provided, however, that unless waived by Buyer in its sole discretion in writing to the Sellers' Representative, in no event shall the Closing Date occur until the third (3rd) Business Day immediately following the Business Day on which the Marketing Period expires. All transactions contemplated by this Agreement to occur on or as of the Closing Date will be deemed to have occurred simultaneously and to be effective as of 12:01 a.m., Eastern Standard Time, on the Closing Date.

(d) Deliveries at Closing. At Closing:

(i) Sellers' Representative will deliver to Buyer: (A) on behalf of the Stockholders, stock certificates representing all Shares, free and clear of all Liens (other than Liens pursuant to applicable securities Laws), each endorsed in blank or accompanied by duly executed assignment documents executed by the applicable Stockholder; (B) the minute and attendance books, stock ledgers and registers and corporate seals, if any, of the Company and any of its Subsidiaries in the possession of the Sellers or any of their respective Affiliates (other than the Company and its Subsidiaries); (C) a properly completed and executed IRS Form W-9 and a non-foreign affidavit from each Seller duly executed by such Seller, dated as of the Closing Date, and in the form attached hereto as Exhibit C (a "FIRPTA Certificate"); and (D) the Escrow Agreement, duly executed by the Seller Representative and the Escrow Agent.

(ii) Sellers' Representative will deliver (or cause to be delivered) to Buyer: (A) certified copies of the resolutions of the board of directors of each Seller that is not an individual and the Company, authorizing and approving the execution of this Agreement and the Ancillary Agreements to which such Seller is a party and the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements to which such Seller is a party; (B) resignations of each director and officer of the Company and its Subsidiaries, as reasonably requested by the Buyer not later than five (5) Business Days prior to the Closing; and (C) a properly completed and executed IRS Form W-9 or IRS Form W-8 (if applicable), from each payee of Company Transaction Expenses at the Closing and each lender identified in a Debt Payoff Letter.

(iii) Buyer will (A) make the payments required by Section 2(b) above in accordance with Section 2(b); (B) deliver certified resolutions of the board of directors (or other governing body) of Buyer authorizing and approving the execution of this Agreement and the Ancillary Agreements to which Buyer is a party and the consummation of the transactions contemplated by this Agreement and the Ancillary Agreements to which Buyer is a party and (C) deliver to the Seller Representative, the Escrow Agreement, duly executed by Buyer.

(e) Adjustments.

(i) Not later than five (5) Business Days prior to the Closing, Sellers' Representative shall deliver to Buyer a written statement (the "Closing Statement") setting forth in reasonable detail the Sellers' good faith estimate of (A) Working Capital ("Estimated Working Capital"); (B) Closing Cash ("Estimated Closing Cash"); (C) Closing Funded Indebtedness ("Estimated Closing Funded Indebtedness") and (D) Company Transaction Expenses ("Estimated Company Transaction Expenses"), in each case, in the aggregate for the Company and its Subsidiaries and for each of the Company and its Subsidiaries separately by entity. Sellers' Representative shall prepare the Closing Statement in good faith in accordance with GAAP, but, in any event, with respect to Working Capital in accordance with GAAP and utilizing only those line items set forth on Exhibit B hereto. Sellers' Representative shall provide Buyer a reasonable level of supporting documentation for the Closing Statement and the calculation thereof and any additional information reasonably requested by Buyer and related thereto. If Buyer objects to the Closing Statement or the calculation thereof, Buyer shall deliver written notice of such objection to Sellers' Representative no later than three (3) Business Days prior to the Closing Date, and Buyer and Sellers' Representative shall cooperate in good faith to resolve any of Buyer's objections set forth in such objection notice, and Sellers' Representative shall revise the Closing Statement and the calculation thereof to reflect any revisions mutually agreed upon by Buyer and Sellers' Representative at least one (1) Business Day prior to the Closing Date. If Buyer does not timely deliver such objection notice or, if Buyer timely delivers such objection notice, to the extent Buyer and Sellers' Representative fail to resolve any of Buyer's objections, the Closing Statement and the calculation thereof as originally delivered by Sellers' Representative pursuant to the first sentence of this Section 2(e)(i), revised to reflect any mutually agreed items, shall control.

(ii) As soon as is reasonably practicable after the Closing Date, but not more than forty-five (45) days after the Closing Date, Buyer shall prepare and deliver to Sellers' Representative a report (the "Adjustment Report") showing in reasonable detail Buyer's computation of (A) Working Capital; (B) Closing Cash; (C) Closing Funded Indebtedness; and (D) Company Transaction Expenses, which Adjustment Report shall be prepared in good faith in accordance with GAAP, but, in any event, with respect to Working Capital in accordance with GAAP and utilizing only those line items set forth on Exhibit B hereto. The Adjustment Report shall not be amended without the consent (which consent shall not be unreasonably withheld or delayed) of Sellers' Representative after it has been delivered to Sellers' Representative other than to correct computational and other manifest errors.

(iii) Within forty-five (45) days after receipt of the Adjustment Report, Sellers' Representative, by written notice to Buyer, may object to the computation of Working Capital, Closing Cash, Closing Funded Indebtedness and/or Company Transaction Expenses as set forth in the Adjustment Report, setting forth in such notice (the "Objection Notice") Sellers' Representative's objection in reasonable detail to Buyer's calculation of Working Capital, Closing Cash, Closing Funded Indebtedness and/or Company Transaction Expenses and Sellers' Representative's proposal with respect to the calculation of Working Capital, Closing Cash, Closing Funded Indebtedness and/or Company Transaction Expenses based on such objections. Within thirty (30) days following timely delivery of the Objection Notice, Sellers' Representative and Buyer shall attempt, in good faith, to resolve all disputes between them concerning any matter set forth in the Objection Notice. All such discussions and communications related thereto shall (unless otherwise agreed by Buyer and the Sellers' Representative) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule. If Buyer and Sellers' Representative cannot resolve such disputes within such thirty (30) day period, then (i) the matters in dispute shall be determined by the Independent Accountants, and (ii) the Independent Accountants shall be engaged by Sellers' Representative and Buyer within five (5) days after the later to occur of the expiration of such thirty (30) day period and written notice from either Sellers' Representative or Buyer to the other of its desire to engage the Independent Accountants. Promptly, but not later than thirty (30) days after acceptance of this appointment, the Independent Accountants shall determine (based solely on written presentations by Sellers' Representative and Buyer to the Independent Accountants, and not by independent review) only those items in dispute and will render to Sellers' Representative and Buyer a written report as to its resolution of such disputed items and resulting calculations of Working Capital, Closing Cash, Closing Funded Indebtedness and Company Transaction Expenses, each determined in accordance with the terms herein, and the Independent Accountants will not be authorized to make any other determination. In determining each disputed item, the Independent Accountants may not assign a value to such item greater than the greatest value for such item claimed by either Buyer or Sellers' Representative or less than the lowest value for such item claimed by either Buyer or Sellers' Representative. For the purposes of the Independent Accountants' calculations, the amounts to be included shall be the amounts from the Adjustment Report as to items that are not in dispute, and the amounts determined by the Independent Accountants as to items from the Objection Notice that are submitted for resolution by the Independent Accountants. Sellers' Representative and Buyer shall cooperate with the Independent Accountants in making its determination and such determination shall be conclusive and binding upon the Parties, absent fraud or manifest error. The fees and disbursements of the Independent Accountants shall be paid by Buyer, on the one hand, and Sellers, on the other hand, on an inversely proportional basis, based upon the relative difference between the amounts in dispute that have been submitted to the Independent Accountants and the Independent Accountants' calculation of Working Capital, Closing Cash, Closing Funded Indebtedness and/or Company Transaction Expenses. Solely by way of example, if Buyer claims in the Adjustment Report that Working Capital is $1,000,000, Sellers' Representative claims in the Objection Notice that Working Capital is $1,500,000, and the Independent Accountants determines that Working Capital is $1,100,000, then Buyer shall pay 20% of the Independent Accountants' fees and disbursements and Sellers shall pay 80% of the Independent Accountants' fees and disbursements. Buyer and Sellers shall each pay their own fees and expenses related to such determination.

(iv) Buyer will make the work papers (including, subject to the entry into customary confidentiality and access letters, the work papers of its independent accountants and of the Company's independent accountants) and back up materials used in preparing the Adjustment Report and the books, records and financial staff of the Company and its Subsidiaries (to the extent members of the financial staff have been involved in the preparation of the Adjustment Report) available to Sellers' Representative and its accountants and other representatives at reasonable times and upon reasonable notice during normal business hours during (A) the preparation by Buyer of the Adjustment Report, (B) the review by Sellers' Representative of the Adjustment Report, and (C) the period when any disputes concerning any matter set forth in the Objection Notice remain unresolved.

(v) If Sellers' Representative does not timely deliver an Objection Notice, then Sellers shall be deemed to have accepted the calculation of Working Capital, Closing Cash, Closing Funded Indebtedness and Company Transaction Expenses, in each case as set forth in the Adjustment Report. The term "Final Working Capital" shall mean (x) Working Capital as set forth in the Adjustment Report if Sellers' Representative accepts the Adjustment Report as delivered or does not timely deliver an Objection Notice, or (y) Working Capital as determined pursuant to Section 2(e)(iii) above, if Sellers' Representative timely delivers an Objection Notice. The term "Final Cash" shall mean (x) the Closing Cash as set forth in the Adjustment Report if Sellers' Representative accepts the Adjustment Report as delivered or does not timely deliver an Objection Notice, or (y) the Closing Cash as determined pursuant to Section 2(e)(iii) above, if Sellers' Representative timely delivers an Objection Notice. The term "Final Funded Indebtedness" shall mean (x) the Closing Funded Indebtedness as set forth in the Adjustment Report if Sellers' Representative accepts the Adjustment Report as delivered or does not timely deliver an Objection Notice, or (y) the Closing Funded Indebtedness as determined pursuant to Section 2(e)(iii) above, if Sellers' Representative timely delivers an Objection Notice. The term "Final Company Transaction Expenses" shall mean (x) the Company Transaction Expenses as set forth in the Adjustment Report if Sellers' Representative accepts the Adjustment Report as delivered or does not timely deliver an Objection Notice, or (y) the Company Transaction Expenses as determined pursuant to Section 2(e)(iii) above, if Sellers' Representative timely delivers an Objection Notice.

(vi) If Final Working Capital is greater than Estimated Working Capital, then the Estimated Purchase Price shall be increased by the amount of such difference. If Final Working Capital is less than Estimated Working Capital, then the Estimated Purchase Price shall be decreased by the amount of such difference. If Final Cash is greater than Estimated Closing Cash, then the Estimated Purchase Price shall be increased by the amount of such difference. If Final Cash is less than Estimated Closing Cash, then the Estimated Purchase Price shall be decreased by the amount of such difference. If Final Funded Indebtedness is greater than Estimated Closing Funded Indebtedness, then the Estimated Purchase Price shall be decreased by the amount of such difference. If Final Funded Indebtedness is less than Estimated Closing Funded Indebtedness, then the Estimated Purchase Price shall be increased by the amount of such difference. If Final Company Transaction Expenses are greater than Estimated Company Transaction Expenses, then the Estimated Purchase Price shall be decreased by the amount of such difference. If Final Company Transaction Expenses are less than Estimated Company Transaction Expenses, then the Estimated Purchase Price shall be increased by the amount of such difference. The Estimated Purchase Price as adjusted per this Section 2(e)(vi) is the "Purchase Price".

(vii) If the Purchase Price (as finally determined in accordance with this Section 2(e)) is greater than the Estimated Purchase Price, then Buyer shall, within five (5) days after the Purchase Price is finally determined, (A) pay to each Stockholder (by wire transfer of immediately available funds) such Stockholder's Allocable Portion of such excess and (B) pay to the Company, for the benefit of the Optionholders and further payment by the Company to the Optionholders through payroll as set forth in Section 2(f)(ii), the aggregate amount of the Optionholders' Allocable Portion of such excess. If the payment referenced in the first sentence of this Section 2(e)(vii) is not paid by Buyer when due, then Sellers' Representative may proceed against Buyer for payment, in which event Buyer shall be liable for all costs and expenses of collection, including reasonable attorneys' fees. In addition, if the Purchase Price (as finally determined in accordance with this Section 2(e)) is greater than the Estimated Purchase Price, then the Buyer and the Sellers' Representative shall, within five (5) days after the Purchase Price is finally determined, deliver a Joint Direction instructing the Escrow Agent to (A) disburse to each Stockholder (by wire transfer of immediately available funds) such Stockholder's Allocable Portion of the Adjustment Holdback Amount and (B) disburse to the Company, for the benefit of the Optionholders and further payment by the Company to the Optionholders through payroll as set forth in Section 2(f)(ii), the aggregate amount of the Optionholders' Allocable Portion of the Adjustment Holdback Amount.

(viii) If the Purchase Price (as finally determined in accordance with this Section 2(e)) is less than the Estimated Purchase Price (the difference between the two, the "Adjustment Amount"), then, within five (5) days after the Purchase Price is finally determined: (A) if the Adjustment Amount exceeds the Adjustment Holdback Amount, (1) Buyer and the Sellers' Representative shall deliver a Joint Direction instructing the Escrow Agent to disburse to Buyer the entire Adjustment Holdback Amount, and (2) each Seller shall pay to Buyer such Seller's Allocable Portion of the difference between the Adjustment Amount and the Adjustment Holdback Amount, and (B) if the Adjustment Amount is less than the Adjustment Holdback Amount, Buyer and the Sellers' Representative shall deliver a Joint Direction instructing the Escrow Agent to disburse to Buyer the Adjustment Amount and, thereafter, (1) disburse to each Stockholder (by wire transfer of immediately available funds) such Stockholder's Allocable Portion of the remainder of the Adjustment Holdback Amount and (2) distribute to the Company, for the benefit of the Optionholders and further payment by the Company to the Optionholders through payroll as set forth in Section 2(f)(ii), the aggregate amount of the Optionholders' Allocable Portion of the remainder of the Adjustment Holdback Amount.

(f) Cancellation of Options.

(i) At the Closing, by virtue of the Closing and without any action on the part of the Company or any Optionholder, each outstanding Cash Out Option shall be deemed cancelled and each Optionholder shall receive (in respect of any Cash Out Option held) from the Company pursuant to Section 2(f)(ii) below, in exchange for such cancellation (A) a single lump sum cash payment equal to such Optionholder's Allocable Portion of the Distribution Amount less the aggregate Exercise Price for each such Cash Out Option held by such Optionholder (with

respect to each Optionholder, the "Option Cancellation Payment") and (B) the right to receive such Optionholder's Allocable Portion of any additional Purchase Price or payments pursuant to Section 2(e)(vii), Section 2(e)(viii), Section 2(g)(ii) or Section 6(d). Each Specified Option shall fully vest and become exercisable immediately prior to the Closing (with any Shares issued in connection with the exercise of a Specified Option treated in accordance with Section 2(a)). To the extent a Specified Option is not exercised in full prior to the Closing, such Specified Option shall terminate and be cancelled for no consideration by virtue of the Closing and without any action on the part of the Company or any Optionholder.

(ii) Each Optionholder shall receive with respect to each Cash Out Option, and Buyer shall cause the Company to pay through the Company's payroll system, (x) promptly after the Closing, such Optionholder's Option Cancellation Payment and (y) promptly after the Company has received each such amount, the amounts, if any, to which such Optionholder is entitled pursuant to Section 2(e)(vii), Section 2(e)(viii), Section 2(g)(ii), and Section 6(d); provided, however, that the Company shall deduct and withhold, or cause to be deducted and withheld, from such Option Cancellation Payment and the payments, if any, to be made pursuant to Section 2(e)(vii), Section 2(e)(viii), Section 2(g)(ii), and Section 6(d) such amounts as are required to be deducted and withheld with respect to such payments, in each case under the Code, or any provision of applicable U.S. federal, state, local or foreign Tax Laws, including the employee's share of FICA taxes and any applicable state, local or foreign payroll Taxes normally imposed on an employee with respect to compensation. To the extent that such amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Optionholders in respect of which such deduction and withholding was made. For the avoidance of doubt, the Option Cancellation Payments (A) shall be deemed made on the Closing Date, (B) shall be includible in each Optionholder's income on the Closing Date and (C) shall be treated in accordance with Section 6(d)(i)(C) below.

(iii) At least three Business Days before the Closing, the Company shall contact, and provide all necessary information (including any updated information as it becomes available within the three Business Day period before the Closing) to, its payroll service provider to set-up a special payroll for the Option Cancellation Payments to enable such payroll service provider to automatically pay the Option Cancellation Payments promptly after the Buyer has funded the aggregate Option Cancellation Payments in accordance with Section 2(b)(ii).

(iv) Prior to the Closing, the Company and/or the Company's board of directors (or the compensation committee thereof, if applicable) shall adopt any resolutions and take any actions that are necessary to effect the treatment of the Options and provide for the deduction, withholding and remittance of any amounts required, in each case, pursuant to this Section 2(f).

(v) Each Optionholder acknowledges and agrees that this Section 2(f) governs the terms of the Options in connection with the transactions contemplated by this Agreement and shall be deemed to amend each Option Agreement accordingly.

(g) Sellers' Representative Holdback Amount and Representative Holdback Account.

(i) A portion of the proceeds otherwise to be received by the Sellers at Closing in an amount equal to the Representative Holdback Amount shall be delivered to the Sellers' Representative or its designee at the Closing, on behalf of the Sellers, by wire transfer of immediately available funds to the Representative Holdback Account, and each Seller shall be deemed to have contributed its Allocable Portion thereof. Each Seller hereby authorizes the Sellers' Representative to pay from the Representative Holdback Account on behalf of such Seller, and to the extent paid by the Sellers' Representative from its own funds, obtain reimbursement from the Representative Holdback Account for, any fees, costs and expenses incurred by the Sellers' Representative in the performance of its role as Sellers' Representative hereunder (whether prior to or after the Closing).

(ii) The Representative Holdback Amount shall be retained, in whole or in part, by the Sellers' Representative for such time as the Sellers' Representative shall in its sole discretion determine necessary or appropriate to carry out the transactions contemplated by this Agreement. Upon the determination by the Sellers' Representative to release any or all of the funds then held in the Representative Holdback Account, the Sellers' Representative shall deliver to each Seller such Seller's Allocable Portion of such released amount; provided, however, that (A) any such amounts to be released to Optionholders shall be reduced by the applicable employer portion of payroll taxes related to such amount, which portion shall be paid to the Company (and Buyer and the Sellers' Representative shall cooperate in good faith to calculate the applicable employer portion of payroll taxes related to such amount) and (B) any such amounts to be released to Optionholders shall, after giving effect to the reduction referred to in clause (A), be paid to the Company for further payment by the Company (and Buyer agrees to cause the Company to promptly pay) to the applicable Optionholders through the Company payroll in accordance with Section 2(f)(ii).

(h) Sellers' Representative.

(i) The Sellers' Representative is hereby designated by each of the Sellers to serve as the Sellers' Representative with respect to the matters set forth in this Agreement in accordance with this Section 2(h).

(ii) By the approval of this Agreement, each Seller hereby irrevocably constitutes and appoints the Sellers' Representative as the representative, agent, proxy, and attorney in fact for such Seller for all purposes set forth in this Agreement, including the full power and authority on such Seller's behalf (i) to consummate the transactions contemplated herein; (ii) to pay costs and expenses incurred in connection with the negotiation and performance of this Agreement (whether incurred on or after the date hereof), including by using funds in the Representative Holdback Account; (iii) to pay, on the Sellers' behalf, all costs, expenses and amounts for which Sellers are responsible under this Agreement (including Sellers' Allocable Pre-Closing Taxes), including by using funds from the Representative Holdback Amount; (iv) to receive and disburse any funds owing to such Seller in accordance with this Agreement; (v) to endorse and deliver any certificates or instruments representing such Seller's Shares and execute such further instruments of assignment for and on behalf of such Seller as Buyer shall request; (vi)

to execute and deliver on behalf of such Seller any amendment or waiver hereto; (vii) (A) to negotiate and otherwise determine any post-Closing adjustments to the Purchase Price, (B) to dispute or refrain from disputing, on behalf of such Seller, any amounts to be received by any Sellers under this Agreement or any Ancillary Agreements or any claim made by the Buyer under this Agreement or any Ancillary Agreements, (C) to negotiate and compromise, on behalf of such Seller, any dispute that may arise under, and exercise or refrain from exercising any remedies available under, this Agreement or any Ancillary Agreements, and (D) to execute, on behalf of such Seller, any settlement agreement, release or other document with respect to such dispute or remedy; (viii) to engage attorneys, accountants, agents or consultants on behalf of such Seller in connection with this Agreement or any other agreement contemplated hereby and paying any fees related thereto; (ix) to take all other actions to be taken by or on behalf of such Seller in connection herewith; (x) to retain the Representative Holdback Amount and pay any expenses of the Company, the Sellers or the Sellers' Representative therefrom; (xi) give and accept communications and notices on behalf of the Sellers; (xii) to receive service of process on behalf of each Seller in connection with any claims under this Agreement, the Ancillary Agreements or any other related document or instrument; and (xiii) to do each and every act and exercise any and all rights which such Seller is permitted or required to do or exercise under this Agreement or the Ancillary Agreements. Each Seller agrees that such agency and proxy and the authority granted to Sellers' Representative (A) are coupled with an interest, are therefore irrevocable without the consent of the Sellers' Representative and shall survive the death, incapacity, bankruptcy, dissolution or liquidation of such Seller and (B) shall survive Closing. All decisions and actions by the Sellers' Representative (to the extent authorized by this Agreement) shall be binding upon all of the Sellers, and no Seller shall have the right to object, dissent, protest or otherwise contest the same. Buyer shall be entitled to conclusively rely, without inquiry, on such appointment and the authority of the Sellers' Representative and to treat the Sellers' Representative as the duly appointed attorney-in-fact of each Seller and is hereby relieved from any liability to any Person for any acts done by it in reliance on the appointment and authority of the Sellers' Representative hereunder. Notices given to the Sellers' Representative in accordance with the provisions of this Agreement shall constitute notice to the Sellers for all purposes under this Agreement.

(iii) The Sellers' Representative may resign from its capacity as the Sellers' Representative at any time by prior written notice delivered to Sellers and Buyer. If there is a vacancy at any time in the position of the Sellers' Representative for any reason, a successor Sellers' Representative shall be appointed by the vote of Sellers whose aggregate Allocable Portions exceed fifty percent (50%).

(iv) Sellers' Representative, in its capacity as Sellers' Representative, shall have no liability to Buyer for any default under this Agreement or any Ancillary Agreement by any Seller, including any failure to make deliveries required under Section 2(d).

(v) Each Seller shall be responsible for, and promptly upon the written request of Sellers' Representative shall pay to or as directed by Sellers' Representative, its allocable portion of any fees and expenses reasonably incurred by Sellers' Representative in connection with this Agreement and any Ancillary Agreement; provided, however, that the Sellers' Representative shall first obtain such fees and expenses from any remaining portion of the Representative Holdback Account.

(vi) Each Seller hereby severally, for itself only and not jointly and severally, agrees to indemnify and hold harmless the Sellers' Representative against its Allocable Portion of all fees, costs, expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Sellers' Representative in connection with any action, suit or proceeding to which the Sellers' Representative is made a party by reason of the fact it is or was acting as the Sellers' Representative pursuant to the terms of this Agreement.

(vii) The Sellers' Representative shall not have by reason of this Agreement a fiduciary relationship in respect of any Seller, except in respect of amounts received on behalf of such Seller. The Sellers' Representative shall not be liable to any Seller for any action taken or omitted by it or any agent employed by it hereunder or under any other document entered into in connection herewith, except that the Sellers' Representative shall not be relieved of any liability imposed by law for willful misconduct. The Sellers' Representative shall not be liable to the Sellers for any apportionment or distribution of payments made by the Sellers' Representative in good faith, and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Seller to whom payment was due, but not made, shall be to recover from other Sellers any payment in excess of the amount to which they are determined to have been entitled. The Sellers' Representative shall not be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of this Agreement. Neither the Sellers' Representative nor any agent employed by it shall incur any liability to any Seller by virtue of the failure or refusal of the Sellers' Representative for any reason to consummate the transactions contemplated hereby or relating to the performance of its other duties hereunder, except for actions or omissions constituting fraud or bad faith.

(viii) The decision of each Seller to consummate the transactions contemplated pursuant to this Agreement has been made by such Seller independently of any other Seller and independently of any information, materials, statements or opinions as to the terms and conditions of this Agreement and any Ancillary Agreement that may have been made or given by Sellers' Representative, any other Seller or by any agent, employee or other representative of Sellers' Representative, or any other Seller, and neither Sellers' Representative nor any Seller or any of their respective agents, employees or other representatives shall have any liability to any other Seller (or any Person) relating to or arising from any such information, materials, statement or opinions, except as expressly provided in a written agreement, if any, between or among Sellers.

(ix) All of the indemnities, immunities and powers granted to Sellers' Representative by the Sellers under this Agreement shall survive Closing and/or any termination of this Agreement.

(i) Withholding. Notwithstanding any other provision of this Agreement, the Buyer, the Company and the Escrow Agent shall be entitled to (i) deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to the Sellers such amounts as may be required to be deducted or withheld therefrom under any provision of federal, state, local or foreign Tax Law, provided, however, that, the Buyer or the Company, as applicable, shall use commercially reasonable efforts to notify the Sellers' Representative at least fourteen (14) days prior to making such deduction and withholding and that the Buyer or the Company, as applicable, and the Sellers' Representative shall attempt to resolve any dispute relating to whether

Tax Law requires the deduction and withholding to be made subject to the dispute resolution procedures of Section 6(d)(ix); provided that such requirements shall not apply to any compensatory payment (including any payment to an Optionholder) or if any Seller fails to timely deliver the form and certificate contemplated by Section 2(d)(i)(C) above and (ii) request and be provided with any necessary Tax forms, including IRS Form W-9 or the appropriate version of IRS Form W-8, as applicable, or any similar information or documents. To the extent such amounts are so deducted or withheld and paid over to the appropriate Taxing Authority, such amounts shall be treated for all purposes under this Agreement as having been paid to the Seller to whom such amounts otherwise would have been paid.

(j) Adjustment Holdback Amount. At the Closing, as provided in Section 2(b)(vi) hereof, Buyer shall deliver, by wire transfer of immediately available funds the Adjustment Holdback Amount to the Escrow Agent for deposit into an escrow account (the "Adjustment Holdback Account") established pursuant to the terms of the Escrow Agreement. Buyer shall be responsible for the fees and expenses of the Escrow Agent.

3. Representations and Warranties Concerning Transaction.

(a) Sellers' Representations and Warranties. Each Seller, solely as to such Seller, represents and warrants to Buyer as follows:

(i) Organization of Certain Sellers. Such Seller (if a corporation or other entity) is duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation (or other formation).

(ii) Authorization of Transaction. Such Seller has full power and authority (including full corporate or other entity power and authority, if such Seller is an entity) to execute and deliver this Agreement and the Ancillary Agreements to which such Seller is or will be a party and to perform such Seller's obligations hereunder and thereunder. This Agreement and each of the Ancillary Agreements to which such Seller is or will be a party has been (or when executed and delivered by such Seller will be) duly and validly executed and delivered by such Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) constitute (or when executed and delivered by such Seller will constitute), the valid and legally binding obligation of such Seller, enforceable in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws affecting the enforcement of creditors' rights generally and equitable principles. Such Seller is not required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Entity or other Person in order to consummate the transactions contemplated by this Agreement or any Ancillary Agreement to which such Seller is or will be a party, other than (A) compliance with and filings under the Hart-Scott-Rodino Act, (B) those that may be required solely by reason of Buyer being the buyer of the Shares, and (C) those that, individually or in the aggregate, would not reasonable be expected to prevent or materially delay performance by such Seller of its obligations under this Agreement or any Ancillary Agreement to which such Seller is or will be a party or the consummation of the transactions contemplated hereby or thereby. If such Seller is an entity, the execution, delivery and performance of this Agreement and all other agreements contemplated hereby, including the Ancillary Agreements, to which such Seller is or will be a

party and the consummation of the transactions contemplated hereby or thereby, have been duly authorized by all necessary corporate or comparable action on the part of such Seller, and no vote, approval, consent or other action or proceeding on the part of such Seller or, if applicable, its direct or indirect equityholders is necessary for the authorization of the execution and delivery of this Agreement or any of the Ancillary Agreements to which such Seller is or will be a party or the consummation of the transactions contemplated hereby or thereby.

(iii) Noncontravention. Neither the execution and the delivery of this Agreement or any of the Ancillary Agreements to which such Seller is or will be a party nor the consummation of the transactions contemplated hereby or thereby, will (A) if such Seller is an entity, violate any provision of its or any of its direct or indirect equityholders' Governing Documents, (B) materially violate any Law, Order, or other restriction of any Governmental Entity to which such Seller is a party or by which such Seller is bound or to which any of such Seller's assets is subject, (C) conflict with, violate or result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material Contract or other material arrangement to which such Seller is a party or by which such Seller is bound or to which any of such Seller's assets is subject, or (D) result in the imposition or creation of a Lien upon or with respect to such Seller's Shares.

(iv) Brokers' Fees. Such Seller has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement, other than the fees or commissions of Moelis & Company LLC and Houlihan Lokey Capital, Inc., all of which shall constitute Company Transaction Expenses.

(v) Shares; Options. Such Seller holds of record and owns beneficially, and holds good and valid title to, the number of Shares and/or Options set forth opposite such Seller's name in Section 3(a)(v) of the Disclosure Schedule, free and clear of any restrictions on transfer taxes, Liens, options, warrants, purchase rights, contracts, commitments, equities, claims, and demands (in each case, other than restrictions under the Securities Act, state securities laws, the Company Stockholders' Agreement, the Stock Plans, and the related Option Agreements, in each case, as applicable). Such Seller is not a party to any option, warrant, purchase right, conversion right, right of first refusal, call, put or other contract or commitment that could require such Seller to sell, transfer, or otherwise dispose of any equity interests of the Company or any of its Subsidiaries (other than this Agreement and the Company Stockholders' Agreement). Such Seller is not a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any equity interests of the Company or any of its Subsidiaries. At Closing, such Seller will hold good and valid title to, such Seller's Shares, in each case, free and clear of any and all Liens, other than Liens pursuant to applicable securities Laws.

(vi) Legal Proceedings. There (a) are no actions, suits, claims, investigations or other legal proceedings pending or, to such Seller's knowledge, threatened against or by such Seller or any Affiliate of such Seller that challenges or seeks, or if adversely determined would be reasonably likely, to prevent, enjoin or materially delay the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements to which such Seller is or will be a party or the performance of such Seller's obligations hereunder or thereunder and (b) is no Order to which such Seller is subject (and, to the knowledge of such Seller, no such Order is threatened) that would be reasonably likely to prevent, enjoin or materially delay the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements to which such Seller is or will be a party or the performance of such Seller's obligations hereunder or thereunder.

(vii) Disclaimer of Other Representations and Warranties. Except as expressly set forth in this Section 3(a) or in any Ancillary Agreement, none of the Sellers make any representation or warranty, express or implied, at law or in equity.

(b) Buyer's Representations and Warranties. Buyer represents and warrants to the Company and Sellers as of the date hereof as follows:

(i) Organization of Buyer. Buyer is a corporation (or other entity) duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation (or other formation).

(ii) Authorization of Transaction. Buyer has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. Assuming the due authorization, execution and delivery by the other parties hereto, this Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws affecting the enforcement of creditors' rights generally and equitable principles. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby, including the Ancillary Agreements, to which Buyer is or will be a party and the consummation of the transactions contemplated hereby or thereby, have been duly authorized by all necessary corporate or comparable action on the part of Buyer, and no vote, approval, consent or other action or proceeding on the part of Buyer or, if applicable, its direct or indirect equityholders is necessary for the authorization of the execution and delivery of this Agreement or any of the Ancillary Agreements to which such Buyer is or will be a party or the consummation of the transactions contemplated hereby or thereby. Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Entity or other Person in order to consummate the transactions contemplated by this Agreement, other than (A) compliance with and filings under the Hart-Scott-Rodino Act, (B) those that may be required solely by reason of Sellers being the sellers of the Shares, and (C) those that, individually or in the aggregate, would not reasonably be expected to prevent or materially delay performance by Buyer of its obligations under this Agreement or any Ancillary Agreement to which Buyer is or will be a party or the consummation of the transactions contemplated hereby or thereby.

(iii) Noncontravention. Neither the execution and delivery of this Agreement or any of the Ancillary Agreements to which Buyer is a party nor the consummation of the transactions contemplated hereby or thereby, will (A) violate any provision of Buyer's Governing Documents, (B) materially violate any Law, Order, or other restriction of any Governmental Entity to which Buyer is subject or (C) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any material Contract or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject.

(iv) Brokers' Fees. Buyer has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement other than the fees or commission of BMO Capital Markets Corp.

(v) Investment. Buyer is not acquiring the Shares with a view to or for sale in connection with any distribution thereof within the meaning of the Securities Act other than in compliance with all applicable Laws. Buyer acknowledges that the Shares are not registered under the Securities Act, or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

(vi) Availability of Funds. Buyer will, at the Closing, have cash available that is sufficient to enable it to consummate the transactions contemplated by this Agreement, including the payment of all amounts payable by Buyer pursuant to Section 2 above.

(vii) No Reliance; Independent Investigation.

(A) In connection with entering into this Agreement and each other Ancillary Agreement to which Buyer is or will be a party: (i) none of Sellers, the Company or any of the Company's Subsidiaries is acting as a fiduciary or financial or investment adviser to Buyer; (ii) Buyer is not relying (for purposes of entering into this Agreement or otherwise) upon any advice, counsel or representations (whether written or oral) of Sellers, the Company or any of the Company's Subsidiaries, other than the express representations and warranties made by Sellers and the Company in this Agreement and each Ancillary Agreement; (iii) none of Sellers, the Company or any of the Company's Subsidiaries has given Buyer (directly or indirectly through any other Person) any assurance, guarantee, or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) of this Agreement or any Ancillary Agreement except to the extent set forth in the express representations and warranties made by the Sellers and the Company in this Agreement and each Ancillary Agreement; (iv) Buyer consulted with its own legal, regulatory, tax, business, investment, financial, and accounting advisers to the extent it has deemed necessary, and it has made its own decisions with respect to entering into this Agreement based upon its own judgment and upon any advice from such advisers it has deemed necessary and not upon any view expressed by Sellers, the Company or any of the Company's Subsidiaries; (v) Buyer is entering into and/or delivering this Agreement and each Ancillary Agreement with a full understanding of all the terms, conditions and risks hereof and thereof (economic and otherwise), and it is capable of and willing to assume (financially and otherwise) those risks; and (vi) Buyer is a sophisticated entity familiar with transactions similar to those contemplated by this Agreement and any Ancillary Agreement.

(B) Buyer acknowledges that it and its representatives and agents and counsel have been permitted access to the books and records, facilities, equipment, Tax Returns, contracts, insurance policies (or summaries thereof) and other properties and assets of the Company and its Subsidiaries, and that it and its representatives, agents and counsel have had an opportunity to meet with the officers and employees of the Company and its Subsidiaries to discuss the business of the Company and its Subsidiaries.

(C) Buyer understands that Sellers, the Company, and their counsel will rely on the accuracy and truth of the foregoing representations set forth in this Section 3(b)(vii), and Buyer hereby consents to such reliance.

(viii) Disclaimer Regarding Projections. In connection with Buyer's investigation of the Company, Buyer has received from Sellers and/or the Company and/or their respective representatives certain projections, estimates and other forecasts and certain business plan information. Buyer acknowledges that there are uncertainties inherent in attempting to make such projections, estimates and other forecasts and plans, that Buyer is familiar with such uncertainties, that, except for the express representations and warranties made by Sellers and the Company in this Agreement and each Ancillary Agreement, Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all projections, estimates and other forecasts and plans so furnished to it, and, except for the express representations and warranties made by Sellers and the Company in this Agreement and each Ancillary Agreement, any use of or reliance by Buyer on such projections, estimates and other forecasts and plans shall be at its sole risk, and, without limiting any other provisions herein, that Buyer shall have no claim against anyone with respect thereto. Accordingly, Buyer acknowledges, agrees and confirms that, except for the express representations and warranties made by Sellers and the Company in this Agreement and each Ancillary Agreement, the Sellers, the Company and each of their respective Affiliates, officers, directors, employees, agents and representatives, do not make, have not made nor shall be deemed to have made any representation or warranty to Buyer, express or implied, at law or in equity, with respect to such projections, estimates, forecasts or plans.

(ix) No Additional Representations. Buyer acknowledges that none of Sellers, the Company or any other Person has made any representation or warranty, expressed or implied, as to the Company or any of its Subsidiaries or the accuracy or completeness of any information regarding the Company and its Subsidiaries furnished or made available to Buyer and its representatives, except as expressly set forth in this Agreement, any Ancillary Agreement or the Disclosure Schedule. Buyer hereby acknowledges and agrees that, except to the extent specifically set forth in Section 3(a) and in Section 4 or any Ancillary Agreement, Buyer is purchasing the Shares, and so is acquiring the assets of the Company and its Subsidiaries, without any representation or warranty as to merchantability or fitness for any particular purpose, in an "as is" condition and on a "where is" basis.

(x) Solvency. Assuming that (a) the representations and warranties of the Sellers and the Company contained in this Agreement are true and correct in all respects (for such purposes, without giving effect to any "knowledge," "materiality" or "Material Adverse Effect" qualifications and exceptions), (b) notwithstanding Section 3(b)(viii) and Section 4(z), the estimates, projections or forecasts that have been provided by or on behalf of the Sellers and the Company have been prepared in good faith based upon assumptions that were as of the date hereof, and continue to be, reasonable, at and immediately after the Closing Date and (c) the Company and its Subsidiaries are solvent immediately prior to the Closing, and subject to the satisfaction of the conditions to Buyer's obligation to complete the Closing set forth in Section 7(a) below, immediately after giving effect to the transactions contemplated by this Agreement, the Company

and each of its Subsidiaries will (1) be able to pay their respective debts as they become due and will own property which has a fair saleable value greater than the amounts required to pay their respective debts (including a reasonable estimate of the amount of all contingent liabilities) and (2) have adequate capital available to carry on their respective businesses.

(xi) Legal Proceedings. As of the date hereof, there are no actions, suits, claims, investigations or other legal proceedings pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise materially delay the transactions contemplated by this Agreement.

4. Representations and Warranties Concerning the Company and its Subsidiaries. The Company represents and warrants to Buyer as follows:

(a) Organization, Qualification, and Corporate Power. Except as set forth in Section 4(a) of the Disclosure Schedule, the Company and its Subsidiaries are (i) duly organized, validly existing and in good standing under the Laws of their respective jurisdictions of organization and (ii) duly qualified to conduct business and are in good standing under the Laws of each jurisdiction where such qualification is required, except where the lack of such qualification would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Company and each of its Subsidiaries has all requisite corporate or limited liability company, as applicable, power and authority to carry on the businesses in which it is engaged and to own and use the properties owned or used by it. Section 4(a) of the Disclosure Schedule lists the directors and officers of the Company and each of its Subsidiaries as of the date hereof. Except as set forth in Section 4(a) of the Disclosure Schedule, accurate and complete copies of the Governing Documents of the Company and each of its Subsidiaries, as currently in effect, have been previously made available to Buyer.

(b) Capitalization. The authorized capital stock of the Company consists of 1,500,000 shares of common stock, par value $0.001 per share, of which 1,100,038 shares are issued and outstanding as of the date hereof. As of the date hereof, the Company has granted or issued and has outstanding Options under the Stock Plans relating to 243,263.85 shares of common stock, par value $0.001, of the Company, and Options relating to up to 5,000 shares of common stock, par value $0.001, of the Company remain available for grant under the Stock Plans. No share of capital stock of the Company is held in treasury. All of the issued and outstanding Shares have been duly authorized, are validly issued, fully paid, and nonassessable, free and clear of all Liens (other than restrictions under applicable securities Laws and the Company Stockholders' Agreement) and were not issued in violation of any preemptive right, subscription right, right of first refusal, purchase option or similar rights and were issued in compliance with the applicable Governing Documents and applicable Laws or exemptions therefrom. All of the issued and outstanding Shares are held of record by the respective Sellers as set forth in Section 4(b) of the Disclosure Schedule, which also shows, opposite the name of each Seller, the number of Shares held by such Seller, and no Shares are held by any Subsidiary of the Company. Except as set forth in Section 4(b) of the Disclosure Schedule, there are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, equity appreciation rights, redemption rights, repurchase rights, exchange rights, or other contracts or commitments that could require the Company or any of its Subsidiaries to issue, sell, or otherwise cause to become outstanding any capital stock or other equity interests in, or any security convertible or exercisable

for or exchangeable into any capital stock of or other equity interest in, the Company or any of its Subsidiaries and there is no obligation to redeem, repurchase or otherwise acquire any of the Company's or any of its Subsidiaries' outstanding capital stock or other equity interests. Except as set forth in Section 4(b) of the Disclosure Schedule, there are no voting trusts, stockholder arrangements, proxies or other agreements or understandings in effect with respect to the voting or sale or transfer of any of the Shares or other equity interests of the Company or any of its Subsidiaries. There are no bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for securities having the right to vote) on any matters on which holders of Shares may vote. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, performance-based rights or similar rights, commitments or obligations of any kind with respect to the Company or any of its Subsidiaries. Section 4(b) of the Disclosure Schedule also sets forth a complete and accurate list of each outstanding Option, including, with respect to each Option, the name of each Optionholder thereof, the number of Shares covered by such option, the per share exercise price and the relevant vesting schedule. Immediately prior to the Closing, the Shares held by Sellers will constitute all of the issued and outstanding equity interests of the Company. Section 4(b) of the Disclosure Schedule sets forth, as of March 31, 2019 (i) each item included in Funded Indebtedness of the Company and its Subsidiaries including the specific amounts outstanding with respect to each such item, (ii) the aggregate amount of Funded Indebtedness of the Company and its Subsidiaries and (iii) all letters of credit, performance, surety, indemnity, payment, non-performance, or similar bonds, bank guarantees and other similar credit support instruments issued by, or on behalf or for the account of, the Company or any of its Subsidiaries. Except as set forth in Section 4(b) of the Disclosure Schedule, as of the date hereof, there has not occurred, and there is not continuing, a default or event of default under any of the Contracts or other instruments evidencing such Funded Indebtedness of the Company or any of its Subsidiaries.

(c) Authorization of Transaction. The Company has full power and authority to execute and deliver this Agreement and the Ancillary Agreements to which the Company is or will be a party and to perform the Company's obligations hereunder and thereunder. The execution and delivery of this Agreement and each of the Ancillary Agreements to which the Company is or will be a party has been (or when executed and delivered by the Company will be) duly authorized by all necessary action on the part of the Company and no vote, approval, consent or other action or proceeding on the part of the Company or its direct or indirect equityholders is necessary for the authorization of the execution and delivery of this Agreement or any of the Ancillary Agreements to which the Company is or will be a party or the consummation of the transactions contemplated hereby or thereby. This Agreement and each of the Ancillary Agreements to which the Company is or will be a party has been (or when executed and delivered by the Company will be) duly and validly executed and delivered by the Company and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) constitute (or when executed and delivered by the Company will constitute), the valid and legally binding obligation of the Company, enforceable in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar Laws affecting the enforcement of creditors' rights generally and equitable principles.

(d) Noncontravention. Except as set forth on Section 4(d) of the Disclosure Schedule, neither the execution and delivery of this Agreement or any of the Ancillary Agreements to which the Company is or will be a party nor the consummation of the transactions contemplated hereby or thereby, will (i) violate any Law, Order, or other restriction of any Governmental Entity to which the Company or any of its Subsidiaries is bound or to which any of the Company's or its Subsidiaries' assets is subject; (ii) violate any provision of the Governing Documents of the Company or any of its Subsidiaries; (iii) conflict with, violate, result in a breach or infringement of, constitute a default (with or without notice or lapse of time, or both) under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, amend or cancel, or require any notice under any Contract to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which the Company' or any of its Subsidiaries' assets is subject or (iv) result in the imposition of any Lien upon any of its or its Subsidiaries' assets, except, in the case of clauses (i), (iii) and (iv), where the violation, conflict, breach, infringement, default, acceleration, termination, modification, cancellation, failure to give notice, or Lien would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as set forth in Section 4(d) of the Disclosure Schedule, none of the Company or any of its Subsidiaries is required to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any Governmental Entity or other Person in connection with the execution, delivery and performance of this Agreement and each Ancillary Agreement to which it is or will be a party and to consummate the transactions contemplated by this Agreement or such Ancillary Agreement, other than (A) compliance with and filings under the Hart-Scott-Rodino Act, (B) those authorizations, consents and approvals that may be required solely by reason of Buyer being the buyer of the Shares, and (C) those authorizations, consents and approvals (including compliance with and filings and notices under applicable Environmental Health and Safety Requirements) that would not reasonably be expected to be material, individually or in the aggregate, to the Company and its Subsidiaries (taken as a whole) or prevent or materially delay performance by the Company of its obligations under this Agreement or any of the Ancillary Agreements to which the Company is or will be a party or the consummation of the transactions contemplated hereby or thereby.

(e) Brokers' Fees. Neither the Company nor any of its Subsidiaries has any liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement, other than the fees or commissions of Moelis & Company LLC and Houlihan Lokey Capital, Inc., all of which shall constitute Company Transaction Expenses.

(f) Assets.

(i) The Company and each of its Subsidiaries (A) have, as of the date hereof, good and valid title to, a valid leasehold interest in, or a valid license or right to use, all of the material tangible and intangible, personal properties, rights and assets used, owned or leased by it or shown on the Audited Balance Sheet or acquired after the date of the Audited Balance Sheet, which at Closing will be free and clear of all Liens, except for (i) properties and assets disposed of in the Ordinary Course of Business since the date of the Audited Balance Sheet and (ii) Permitted Encumbrances, and (B) at Closing will have good and valid title to, a valid leasehold interest in, or a valid license to use, all of the material tangible and intangible, personal properties, rights and assets used, owned or leased by it or shown on the Audited Balance Sheet or acquired after the date of the Audited Balance Sheet, free and clear of all Liens, except for (i) properties and assets disposed of in the Ordinary Course of Business since the date of the Audited Balance Sheet, and (ii) Permitted Encumbrances. The material tangible and intangible, real and personal,

properties, rights, and assets used, owned or leased by the Company and its Subsidiaries constitute all the tangible and intangible, real and personal, properties, rights and assets necessary and sufficient for the continued conduct and operation of the business of the Company and its Subsidiaries after the Closing in all material respects as currently conducted.

(ii) The equipment, buildings, structures, vehicles and other items of tangible personal property owned, leased or used by the Company and its Subsidiaries are in good operating condition, ordinary wear and tear excepted, and are adequate for the use to which they are being put.

(g) Subsidiaries. Section 4(g) of the Disclosure Schedule sets forth for each Subsidiary of the Company (i) its name and jurisdiction of incorporation or formation, as applicable, (ii) the number of shares or units, as applicable, of authorized capital stock of each class of its capital stock and (iii) the number of issued and outstanding shares or units, as applicable, of each class of its capital stock, the names of the holders thereof, and the number of shares or units, as applicable, held by each such holder. All of the issued and outstanding shares or units, as applicable, of capital stock of each Subsidiary of the Company have been duly authorized and are validly issued, fully paid, and nonassessable free and clear of all Liens (other restrictions under securities Laws, the Company Stockholders' Agreement, the Stock Plans and the related equity award agreements) and were not issued in violation of any preemptive right, subscription right, right of first refusal, purchase option or similar rights and were issued in compliance with the applicable Governing Documents and applicable Laws or exemptions therefrom. Except for the Subsidiaries set forth in Section 4(g) of the Disclosure Schedule, the Company or one of its Subsidiaries (A) holds of record and owns beneficially as of the date hereof of all of the outstanding capital stock and other equity interests of each Subsidiary of the Company free and clear of any preemptive rights, restrictions on transfer or Liens (other than Permitted Encumbrances and liens securing Funded Indebtedness), and (B) will hold of record and own beneficially at Closing all of the outstanding capital stock and other equity interests of each Subsidiary of the Company free and clear of any preemptive rights, restrictions on transfer or Liens (other than Permitted Encumbrances). Except for the Subsidiaries set forth in Section 4(g) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries owns or has any right to acquire, directly or indirectly, any outstanding capital stock of, or other equity interests in, any Person.

(h) Financial Statements; Corporate Records; Internal Controls; Undisclosed Liabilities.

(i) Attached hereto as Exhibit D are true and complete copies of the following financial statements (collectively, the "Financial Statements"): (i) the audited consolidated balance sheet of the Company and its Subsidiaries as of December 31, 2018 (the "Audited Balance Sheet") and December 31, 2017 and audited statements of operations, changes in stockholders' equity and cash flows for the fiscal years then ended, including in each case, any notes thereto and (ii) the unaudited consolidated balance sheet of the Company and its Subsidiaries as of March 31, 2019 and the unaudited statements of income and cash flow then ended. The Financial Statements (including the notes thereto) have been prepared in accordance with GAAP, consistently applied, and present fairly in all material respects the consolidated financial condition of the Company and its Subsidiaries as of such dates and the results of operations, stockholders'

equity and cash flows of the Company and its Subsidiaries for such periods. Since December 31, 2018 (the "Most Recent Balance Sheet Date"), there has been no material change in the accounting methods or principles of the Company and its Subsidiaries that would be required to be disclosed in the Financial Statements in accordance with GAAP, except as described in the notes thereto. Neither the Company nor any of its Subsidiaries is a party to, or has any commitment to become a party to, an "off balance sheet arrangement" within the meaning of Item 303 of Regulation S-K. The Financial Statements were derived from the books and records of the Company and its Subsidiaries.

(ii) The financial books and records of the Company and its Subsidiaries (i) have been since January 1, 2016 maintained in all material respects in compliance with applicable accounting requirements, and (ii) are accurate and complete in all material respects.

(iii) The Company maintains systems of internal accounting controls that are designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP in all material respects. There are no material weaknesses or significant deficiencies in the Company's internal controls likely to adversely affect in any material respect the Company's ability to record, process, summarize or report financial information. Since January 1, 2016, there has not been any fraud, whether or not material, that involves management or other employees of the Company or any of its Subsidiaries who have a significant role in the Company's internal controls over financial reporting.

(iv) The minute books of Company and each of its Subsidiaries contain accurate and complete records of minutes of all meetings of, or actions of written consent by, the directors or managers (as applicable) and equityholders, in each case, having occurred since January 1, 2016.

(v) Neither the Company nor any of its Subsidiaries has any liabilities of any nature, including those that are required to be reflected on a consolidated balance sheet or in the notes thereto prepared in accordance with GAAP, other than (A) as set forth on the Audited Balance Sheet or in the notes thereto, (B) liabilities set forth on Section 4(h)(v) of the Disclosure Schedule, (C) liabilities incurred in the Ordinary Course of Business after the Most Recent Balance Sheet Date that are not material to the Company and its Subsidiaries (taken as a whole), (D) liabilities incurred in connection with the transactions contemplated hereby, and (E) liabilities, commitments or obligations that arise under an executory portion of a Contract (excluding liabilities for breach, non-performance or default).

(i) Events Subsequent to December 31, 2018. Since December 31, 2018 through the date of this Agreement, there has not been any event, development, effect, condition or change that, individually or in the aggregate, has had or would reasonably be expected to have, a Material Adverse Effect. Except as set forth in Section 4(i) of the Disclosure Schedule, (i) from December 31, 2018 to the date of this Agreement, the Company and each of its Subsidiaries has conducted its business only in the Ordinary Course of Business, and (ii) from December 31, 2018 to the date of this Agreement, none of the Company or any of its Subsidiaries has taken any action or omitted to take any action which, if taken or omitted to be taken after the date hereof, would require the consent of Buyer in accordance with Section 5(b).

(j) Legal Compliance. The Company and each of its Subsidiaries is, and since January 1, 2016 has been, in compliance, in all material respects, with all applicable Laws and Orders of any Governmental Entity and all posted Privacy Policies to which the Company or any of its Subsidiaries, their respective businesses, properties, rights and assets are subject or by which they are bound. Neither the Company nor any of its Subsidiaries has, since January 1, 2016, received any written or, to the Knowledge of the Company, oral notice of, or been charged with, the actual, alleged, possible or potential violation of any Laws, Orders or Privacy Policies, except for any such actual, alleged, possible or potential violations that would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole. The Company and each of its Subsidiaries (i) has, owns, possesses, holds or lawfully uses all material approvals, permits and licenses of Governmental Entities, and (ii) has made all notifications, registrations, certifications, renewals and filings with all such material approvals, permits and licenses, in the case of clause (ii), to the extent necessary or advisable for the operation of the business of the Company and its Subsidiaries. All such material approvals, permits and licenses are in the possession of the Company or such Subsidiary, are in full force and effect and the Company or such Subsidiary, as applicable, is operating in material compliance therewith and no suspension, revocation, cancellation or modification of any of them is pending, or to the Knowledge of the Company, threatened, except for any such suspension, revocation, cancellation or modification that would not, individually or in the aggregate, reasonably be expected to be material to the Company and its Subsidiaries, taken as a whole.

(k) Tax Matters.

(i) The Company and each of its Subsidiaries has filed all of its income Tax Returns and other material Tax Returns that it was required to file. All such Tax Returns are true, correct and complete in all material respects. All income and other material Taxes due and owing by the Company or any of its Subsidiaries (whether or not shown on such Tax Return) have been paid. All income and other material Taxes of the Company and its Subsidiaries, if not yet due or owing, have been adequately accrued and reserved on the financial statements in accordance with GAAP. Since August 26, 2014, no written claim has been made by any authority in a jurisdiction where the Company or any of its Subsidiaries does not file Tax Returns that the Company or any of its Subsidiaries is or may be subject to taxation by, or required to file Tax Returns, in that jurisdiction, which claim has not been fully resolved. Each of the Company and its Subsidiaries has withheld and paid all material amounts of Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other Person, and the Company and each of its Subsidiaries has materially complied with all filings required with respect thereto, including without limitation IRS Forms W-2 and 1099.

(ii) The Sellers have made available to Buyer correct and complete copies of all income Tax Returns, examination reports, and statements of deficiencies assessed against, or agreed to by the Company or any of its Subsidiaries since December 31, 2016.

(iii) As of the date hereof, there is no dispute concerning any Tax Liability or Tax Return of the Company or any of its Subsidiaries that is either pending (having been raised in writing by a Taxing Authority), or to the Knowledge of the Company, threatened by any Taxing Authority, and there is no audit or other proceedings raised by a Taxing Authority in writing is pending or, to the Knowledge of the Company, threatened with respect to any Taxes due from or with respect to the Company or its Subsidiaries. No assessment or deficiency of tax has been proposed in writing against the Company or its Subsidiaries which has not been paid in full.

(iv) Neither the Company nor any of its Subsidiaries has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, which waiver or extension is currently in effect.

(v) Neither the Company nor any of its Subsidiaries is, as of the date hereof, the beneficiary of any extension of time within which to file any Tax Return.

(vi) There are no Liens on any of the assets of the Company or any of its Subsidiaries that arose in connection with any failure (or alleged failure) to pay any Tax.

(vii) Neither the Company nor any of its Subsidiaries (A) has been a member of an Affiliated Group filing a consolidated, combined or unitary Tax Return (other than an Affiliated Group the common parent of which is the Company and which includes only the Company and its Subsidiaries), (B) has a liability for the Taxes of another Person (other than, in the case of the Company, the Company's Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law) or as a transferee or successor, by contract, or otherwise or (C) is party to or has any liability under any Tax sharing, Tax indemnity or Tax allocation agreement or arrangement (other than such Tax sharing, indemnities or allocation agreements solely among the Company and any of its Subsidiaries).

(viii) Neither the Company nor any of its Subsidiaries will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date (including for the avoidance of doubt the Post-Closing Straddle Period) as a result of any (A) change in (or incorrect) method of accounting under Code § 481 (or any corresponding or similar provision of state, local or non-U.S. income Tax law) for a taxable period ending on or prior to the Closing Date; (B) "closing agreement" as described in Code §7121 (or any corresponding or similar provision of state, local, or non-U.S. income Tax law) executed on or prior to the Closing Date; (C) installment sale or open transaction disposition made on or prior to the Closing Date; (D) intercompany transactions; (E) material prepaid amount or deferred revenue received or paid on or prior to the Closing Date; or (F) election under Code § 108(i).

(ix) Since January 1, 2016, neither the Company nor any of its Subsidiaries has distributed stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Code §355 or Code §361.

(x) The Company has not been a United States real property holding company within the meaning of Code §897(c)(2) during the period specified in Code §897(c)(1)(A)(ii).

(xi) Neither the Company nor any of its Subsidiaries is or has been a party to any "listed transaction," as defined in Code §6707A(c)(2) and Treasury Regulations §1.6011-4(b)(2).

(xii) The Company and each of its Subsidiaries have collected all sales and use Taxes required to be collected, and have remitted, or will remit on a timely basis, such amounts to the appropriate Taxing Authorities, or has been furnished properly completed exemption certificates and has maintained all such records and supporting documents in the manner required by all applicable sales and use Tax statutes and regulations.

(xiii) The Company and its Subsidiaries are in compliance in all material respects with all applicable transfer pricing laws and regulations, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practices and methodology and conducting intercompany transactions (including related party interests) in compliance with Code §482 and the Treasury Regulations promulgated thereunder (and any similar provision of state, local or non-U.S. Tax law).

(xiv) Except for any representations related to Taxes in Section 4(i) or Section 4(r), this Section 4(k) contains the sole and exclusive representations and warranties of the Company with respect to any Tax matters. Notwithstanding anything to the contrary in this Agreement, the Company and its Subsidiaries make no representations or warranties in respect of the existence, amount or usability of the Tax attributes of the Company and its Subsidiaries for Tax periods (or portions thereof) beginning on or after the Closing Date, including, without limitation, net operating losses, capital loss carry forwards, foreign tax credit carry forwards, asset bases, research and development credits and depreciation periods.

(l) Real Property.

(i) Section 4(l) of the Disclosure Schedule contains an accurate and complete list of all Owned Real Property (including the identification of the record owner thereunder) and Leased Real Property (including each Lease with respect thereto).

(ii) With respect to each Owned Real Property:

(A) except as set forth in Section 4(l) of the Disclosure Schedule, the Company or one of its Subsidiaries has good, valid and marketable fee simple title thereto, which at Closing will be free and clear of all Liens, except Permitted Encumbrances;

(B) except as set forth in Section 4(l) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries has leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof, except Permitted Encumbrances;

(C) except as set forth in Section 4(l) of the Disclosure Schedule, there are no outstanding options to purchase such Owned Real Property or any portion thereof or interest therein; and

(D) with respect to the Owned Real Property (1) to the Knowledge of the Company, there are no violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Owned Real Property in any material respect, (2) all bills and other payments due from the Company or one of its Subsidiaries with respect to the ownership, operation or maintenance of the Owned Real Property have been (or will be by Closing) paid in full, other than real property taxes which are not yet due and payable, and (3) neither the Company nor any of its Subsidiaries have received written notice that such party is in default under any recorded instrument encumbering any Owned Real Property.

(iii) With respect to each Leased Real Property:

(A) the Company has made available to Buyer a true and complete copy of each Lease set forth in Section 4(l) of the Disclosure Schedule;

(B) except as set forth in Section 4(l) of the Disclosure Schedule, with respect to each such Lease, the transactions contemplated by this Agreement do not require the consent of any other party to such Lease and will not result in a breach of or default under such Lease;

(C) except as set forth in Section 4(l) of the Disclosure Schedule, (1) the Company or one of its Subsidiaries has a valid leasehold estate in each parcel of Leased Real Property free and clear of all Liens, other than Permitted Encumbrances; (2) each Lease is a valid and binding obligation of the parties thereto and enforceable in accordance with its terms; and (3) no notice of default has been received or delivered by the Company or any of its Subsidiaries under any Lease; and

(D) except as set forth in Section 4(l) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries has subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof, except Permitted Encumbrances.

(iv) The Owned Real Property identified in Section 4(l) of the Disclosure Schedule and the Leased Real Property identified in Section 4(l) of the Disclosure Schedule comprise all of the real property held by the Company or its Subsidiaries for use in the business of the Company or any of its Subsidiaries. The Company and its applicable Subsidiaries enjoy quiet possession under all of its Owned Real Property.

(v) All utility systems serving the Owned Real Property or Leased Real Property are adequate for the conduct of the Company's and its Subsidiaries' businesses. All Owned Real Property and all Leased Real Property have access for ingress from and egress to a public way. No material part of any Improvements encroaches on any real property not included in the Owned Real Property or the Leased Real Property. All Improvements located on the Owned Real Property and Leased Real Property necessary for the operation of the Business are in good repair and in good condition, ordinary wear and tear excepted, and are free from latent and patent defects. There is no pending or, to the Knowledge of the Company, threatened condemnation, eminent domain or similar proceeding with respect to any of the Owned Real Property or Leased Real Property.

(m) Intellectual Property.

(i) Section 4(m) of the Disclosure Schedule identifies as of the date hereof each issued patent and each trademark and copyright registration that has been issued to the Company or any of its Subsidiaries and each pending patent application and trademark application which the Company or any of its Subsidiaries has made (collectively, "Registered Company Intellectual Property"), and identifies each material license, agreement, or other permission that the Company or any of its Subsidiaries has granted to any third party with respect to any of its owned Intellectual Property.

(ii) Except as set forth on Section 4(m) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries is party to any written licenses, sublicenses, agreements, or permissions pursuant to which the Company or such Subsidiary uses any third party intellectual property (other than for commercially available computer software programs licensed under "shrink wrap" or other comparable standard form licenses, or non-exclusive internal use licenses granted to the Company or any of its Subsidiaries by vendors in the ordinary course of business pursuant to commercial Contracts the primary purpose of which does not involve the license of Intellectual Property).

(iii) Except as set forth in Section 4(m) of the Disclosure Schedule, the Company and each of its Subsidiaries exclusively owns, free and clear of all Liens (other than Permitted Encumbrances), its material proprietary Intellectual Property and owns or has the right to use pursuant to license, sublicense, agreement, or other permission all Intellectual Property necessary for the operation of its business as presently conducted.

(iv) The conduct of the business by the Company and its Subsidiaries does not infringe, misappropriate, or violate ("Infringe") the Intellectual Property of any Person (provided, that the foregoing representation is being made to the Knowledge of the Company in respect of patents). Since January 1, 2016, neither the Company nor any of its Subsidiaries has received any written notice alleging the foregoing. To the Knowledge of the Company, no Person is Infringing upon the Intellectual Property owned by the Company or any of its Subsidiaries.

(v) The Company and its Subsidiaries take all reasonable actions at least consistent with industry standards to protect and maintain (i) their material trade secrets and confidential information and (ii) the integrity, continuous operation and security of the IT Assets used in the operation of their business (and all data contained therein or stored, transmitted or processed thereby), and there has been no (A) material unauthorized access to material breaches, outages, or violations of same, or (B) unauthorized access to, breaches, outages, or violations of the same that resulted in material liability or cost or the obligation to notify any Person.

(n) Contracts. Section 4(n) of the Disclosure Schedule lists as of the date hereof all of the following Contracts (other than purchase orders) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or any of their assets, rights or properties is bound (collectively together with any Contract entered into after the date

hereof and prior to the Closing in accordance with this Agreement that, if entered into prior to the date hereof, would be required to be set forth on Section 4(n) of the Disclosure Schedule, together with the Contracts required to be disclosed on Section 4(m) of the Disclosure Schedule the "Material Contracts"):

(i) Any Contract (or group of related Contracts) pursuant to which the Company or any of its Subsidiaries is obligated to make payments, after the date hereof, in excess of $1,000,000;

(ii) Any Contract (or group of related Contracts) pursuant to which the Company or any of its Subsidiaries is entitled to receive payments, after the date hereof, in excess of $2,500,000;

(iii) Any Related Party Contract;

(iv) Any Contract under which the Company or any of its Subsidiaries has advanced or loaned any amount to any of its directors, officers, or employees or has made a material loan to an unrelated third party;

(v) Any Contract (A) under which the Company or any of its Subsidiaries has any outstanding indebtedness, obligation or liability for borrowed money or has the right or obligation to incur any such indebtedness, obligation or liability in excess of $500,000; or (B) mortgaging, pledging or otherwise placing a Lien on any of the assets of the Company or its Subsidiaries (other than Permitted Encumbrances);

(vi) Any bonds or Contracts of guarantee in which the Company or any of its Subsidiaries acts as a surety or guarantor with respect to any obligation (fixed or contingent) of another Person (other than the Company or any of its Subsidiaries) in excess of $25,000;

(vii) Any Contract (A) containing non-competition provisions prohibiting or restricting the Company or any of its Subsidiaries from competing in any business or geographical area or that contains an exclusivity clause in favor of an unrelated third party or a covenant prohibiting the Company or any of its Subsidiaries from soliciting any Person (including any employees, consultants, customers, suppliers or vendors) or (B) granting a "most-favored nation" status to any Person;

(viii) Any collective bargaining or labor Contract;

(ix) Any Contract for hedging or similar derivative transactions;

(x) Any employment, independent contractor or consulting Contract, in each case, with annual payments or severance or termination payments in excess of $100,000;

(xi) any Contract relating to any future capital expenditures by the Company or its Subsidiaries in excess of $100,000 in the aggregate over the next 12 months;

(xii) Any Contract involving the resolution or settlement of any actual or threatened Proceeding against or involving the Company or any of its Subsidiaries, pursuant to which the Company or its Subsidiaries is subject to continuing obligations;

(xiii) Any Lease;

(xiv) Any Contract for the lease of personal property under which the Company or any of its Subsidiaries is the lessee and is obligated to make payments in excess of $100,000 per annum;

(xv) Any Contract with a Governmental Entity involving an amount in excess of $10,000;

(xvi) Any joint venture, partnership or strategic alliance or any similar agreement involving any sharing of profits, losses, costs or liabilities of the Company or any of its Subsidiaries with any other Person;

(xvii) Any agreement entered into after January 1, 2014 providing for the acquisition or disposition of any business, stock or assets (whether by merger, sale of stock, sale of assets or otherwise) for a purchase price in excess of $500,000 or which contains any material outstanding obligations of the Company or its Subsidiaries with respect to any "earn out," deferred purchase price, indemnification or similar contingent payment obligation;

(xviii) Any Contract with (A) a Material Customer and (B) a Material Supplier; and

(xix) Any Contract to enter into any of the foregoing.

Except as set forth in Section 4(n) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries is (with or without the lapse of time or the giving of notice, or both), or is alleged to be, in material breach or default of or under any Material Contract, and, to the Knowledge of the Company, no other party to any such Material Contract is (with or without the lapse of time or the giving of notice, or both), or is alleged to be, in material breach or default thereunder. Except as set forth in Section 4(n) of the Disclosure Schedule, no event has occurred that with notice or lapse of time or both would constitute a material breach or default, result in the loss of any material benefit of or to the Company or any of its Subsidiaries, or permit the termination, material modification, or acceleration under any Material Contract. Each Material Contract is valid, binding and in full force and effect and neither the Company nor any of its Subsidiaries has prior to the date hereof received any written or, to the Knowledge of the Company, oral notice of the intention of any Person to cancel, withdraw, accelerate, fail to renew or terminate any Material Contract. The Company has made available to Buyer a correct and complete copy of each Material Contract together with all amendments, modifications and waivers thereto.

(o) Insurance.

(i) Each of the Company and its Subsidiaries maintains insurance which is comprised of the types and in the amounts customarily carried by businesses of similar size in the same industry. Section 4(o) of the Disclosure Schedule sets forth as of the date hereof a complete and accurate list of the following information with respect to each material insurance policy to which the Company or any of its Subsidiaries is currently a party, a named insured, or otherwise the beneficiary of coverage:

(A) The name and address of the agent;

(B) The name of the insurer and the name of the policyholder; and

(C) The policy number and the period of coverage.

(ii) With respect to each such insurance policy (except for policies the Company or any of its Subsidiaries, as the case may be, has intentionally canceled or allowed to expire): (A) the policy is legal, valid, binding, enforceable, and in full force and effect and will remain in full force through the Closing Date; (B) all premiums due and payable thereon have been timely paid (other than retroactive or retrospective premium adjustments that are not yet due but may be required to be paid with respect to any period prior to the Closing Date); and (C) neither the Company nor any of its Subsidiaries nor, to the Knowledge of the Company, any other party to the policy is in material breach or default (including with respect to the payment of premiums or the giving of notices), and no event has occurred that, with notice or the lapse of time or both, would constitute such a material breach or default, or permit termination, modification or acceleration, under the policy. The Company has made available to Buyer true and correct copies of such insurance policies as are in effect as of the date hereof.

(iii) All litigation covered by any of such insurance policies has been reported in compliance with the notification and reporting requirements thereunder in all material respects to the applicable insurer and, to the Knowledge of the Company and except as set forth in Section 4(o)(iii) of the Disclosure Schedule, accepted by such applicable insurer, and Section 4(o)(iii) of the Disclosure Schedule sets forth, as of the date hereof, a list of all material claims currently pending under any such insurance policy.

(p) Labor and Employment Matters. Except as set forth in Section 4(p) of the Disclosure Schedule:

(i) Neither the Company nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement or other similar agreement, no such agreement is presently being negotiated, and there are no labor unions or other organizations representing, purporting to represent or attempting to represent any employees employed by the Company or its Subsidiaries;

(ii) Since January 1, 2016, there has not occurred or been threatened any strike, slowdown, lockout, picketing, work stoppage, concerted refusal to work overtime, or other similar labor activity with respect to any employee of the Company or its Subsidiaries and, to the Knowledge of the Company, no event has occurred or circumstance exists that may provide the basis of any such strike, slowdown, lockout, picketing, work stoppage, concerted refusal to work overtime, or other similar labor activity;

(iii) Since January 1, 2016, there have not been any Proceedings against the Company or its Subsidiaries pending, or to the Knowledge of the Company, threatened to be brought or filed, by or with any Governmental Entity in connection with the employment of any current or former employee or applicant for employment, or otherwise concerning the Company's or its Subsidiaries' labor or employment practices;

(iv) The Company and its Subsidiaries have complied and continue to comply in all material respects with all applicable Laws and contracts pertaining to the employment or termination of employment of their employees, including all such laws relating to labor relations and collective bargaining, equal employment opportunities, immigration, wage and hour laws (including the classification of employees as exempt or non-exempt from overtime pay requirements, the provision of meal and rest breaks, pay for all working time, and the proper classification of individuals as nonemployee contractors or consultants), mass layoffs and plant closings, health and safety, fair employment practices, workers' compensation, the prevention of discrimination, harassment and retaliation, and other similar employment activities;

(v) The Company has made available to Buyer details about any allegation made in writing or, to the Knowledge of the Company, threatened or investigated since January 1, 2016 claiming that an executive, corporate officer, or member of the board of directors or similar governing body of any of the Company or any of its Subsidiaries engaged in discrimination, harassment, or similar misconduct under any labor or employment law;

(vi) Since January 1, 2016, no unfair labor practice Proceeding or material grievance has been pending or, to the Knowledge of the Company, threatened before the National Labor Relations Board or any other federal, state, local, and foreign government (and all agencies thereof) with respect to any employee or independent contractor;

(vii) Neither the Company nor any of its Subsidiaries is subject to any order to bargain by the National Labor Relations Board with respect to any employee; and

(viii) Since January 1, 2016, neither the Company nor any of its Subsidiaries has closed any plant or facility, effectuated any group layoffs involving twenty (20) or more employees or implemented any early retirement program, nor has the Company or any of its Subsidiaries planned or announced any such action or program for the future.

(q) Litigation. Except as set forth in Section 4(q) of the Disclosure Schedule, neither the Company nor any of its Subsidiaries (i) is subject to any outstanding injunction, judgment, Order, decree, ruling, or charge or (ii) is involved in any pending or, to the Knowledge of the Company, threatened action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction that would reasonably be likely to (A) result in a material injunction or other equitable relief against the Company or any of its Subsidiaries, (B) result in a liability to the Company or any of its Subsidiaries in any such action, suit, proceeding, hearing or investigation of $200,000 or more or (C) challenge or seek to enjoin, alter, prevent or materially delay the consummation of the transactions contemplated by this Agreement or any Ancillary Agreement to which the Company is or will be a party.

(r) Employee Benefits.

(i) Section 4(r)(i) of the Disclosure Schedule lists each material Employee Benefit Plan existing as of the date hereof. With respect to each such Employee Benefit Plan, the Company and its Subsidiaries have provided or made available to Buyer true and complete copies of: (i) such Employee Benefit Plan document and (ii) to the extent applicable to such Employee Benefit Plan: all current trust agreements, custodial agreements, administrative agreements, investment advisory and investment management agreements, insurance contracts or other funding arrangements; the three (3) most recent Forms 5500 required to have been filed and all schedules thereto; the most recent IRS determination or opinion letter; all current employee handbooks or manuals; all current summary plan descriptions and any summaries of material modifications; all amendments and modifications to any such document currently in effect; and all material correspondence to or from a Governmental Entity in the past six (6) years.

(ii) Except as disclosed in Section 4(r)(ii) of the Disclosure Schedule:

(A) Each Employee Benefit Plan has been operated and administered in compliance in all material respects with its terms and with all applicable Laws, including ERISA and the Code, and all contributions and premiums required to have been paid by the Company or its Subsidiaries to any Employee Benefit Plan under the terms of any such Employee Benefit Plan or its related trust, insurance contract or other funding arrangement, or pursuant to any applicable Law have been paid within the time prescribed by any such Employee Benefit Plan, arrangement or applicable Law. There is no material action, claim, complaint, investigation, petition, suit, or other proceeding in Law or in equity pending or, to the Knowledge of the Company, threatened against, or arising out of, any Employee Benefit Plan or the assets of any Employee Benefit Plan (other than routine claims for benefits) and, to the Knowledge of the Company, no facts or circumstances exist that could reasonably be expected to give rise to any such material action, claim, complaint, investigation, petition, suit, or other proceeding.

(B) Each Employee Benefit Plan intended to be qualified under Code §401(a), and the trust (if any) forming a part thereof, has received a favorable determination letter, where applicable, from the IRS as to its qualification under the Code or is the subject of a favorable IRS opinion letter issued to a prototype or volume submitter plan sponsor and, to the Knowledge of the Company, nothing has occurred since the date of such determination or opinion letter that could reasonably be expected to adversely affect such qualification or tax-exempt status.

(C) No Employee Benefit Plan is (1) a “multiple employer plan” for purposes of §4063, §4064 or §4066 of ERISA or Code §413, (2) a Multiemployer Plan, (3) subject to Code §412 or §302 or Title IV of ERISA, or (4) a “multiple employer welfare arrangement” as defined in §3(40) of ERISA. None of the Company or its Subsidiaries nor any ERISA Affiliate has incurred any liability (including as a result of any indemnification obligation) under Title I or Title IV of ERISA for which the Company or its Subsidiaries could reasonably be expected to be liable, and no condition exists that could reasonably be expected to subject the Company or its Subsidiaries (or any of their assets), either directly or by reason of affiliation with an ERISA Affiliate, to any material Tax, fine, Lien, encumbrance, or other liability imposed by ERISA, the Code or other applicable Law.

(D) No current or former employee, officer, director or independent contractor of the Company or its Subsidiaries is or will become entitled to death or post-employment death, insurance or medical benefits by reason of service to the Company or its Subsidiaries, other than coverage mandated by Code §4890B or other similar applicable Laws. None of the Company nor its Subsidiaries has incurred (whether or not assessed) or is subject to any payment, Tax, penalty or other liability under the Affordable Care Act, including under Code §4890H or with respect to the reporting requirements under Code §6055 and Code §6066.

(E) The consummation of the transactions contemplated by this Agreement will not, either alone or in combination with another event or events, (1) entitle any current or former employee, officer, director or independent contractor of the Company or its Subsidiaries to severance pay, unemployment compensation or any other payment; (2) accelerate the time of payment or vesting, increase the amount of compensation, or otherwise enhance any benefit due any such individual; (3) directly or indirectly require any contributions or payments to fund any obligations under any Employee Benefit Plan; (4) otherwise give rise to any material liability under any Employee Benefit Plan; or (5) limit or restrict the right to terminate or amend any Employee Benefit Plan on or following the Closing. The consummation of the transactions contemplated by this Agreement (either alone or in combination with any other event or events) will not give rise to any payments or benefits (or acceleration of vesting of any amounts or benefits) that will be, separately or in the aggregate, an "excess parachute payment" as defined in Code §280G.

(F) Neither the Company nor any ERISA Affiliate has ever withdrawn in a complete or partial withdrawal from any Multiemployer Plan or incurred any contingent liability under Section 4204 of ERISA.

(G) There is no Contract, plan or other arrangement to which the Company or any of its Subsidiaries is a party which requires the Company or any of its Subsidiaries to pay a Tax gross-up, indemnification payment or reimbursement for Taxes under Code Section 409A or Code Section 4999.

(H) No Employee Benefit Plan covers or otherwise provides benefits to any employee or other individual service provider working or residing outside of the United States.

(s) Environmental, Health, and Safety Matters. Except as set forth in Section 4(s) of the Disclosure Schedule, or as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(i) the Company and its Subsidiaries are in compliance with all, and have not violated any, Environmental, Health, and Safety Requirements and possess and are in compliance with all, and have not violated any, Environmental, Health, and Safety Permits;

(ii) neither the Company nor any of its Subsidiaries has received any written notice, report or other information regarding, or is a party to any pending or, to the Knowledge of the Company, threatened action, suit, proceeding, hearing or investigation concerning, any actual or alleged violation of Environmental, Health, and Safety Requirements or Environmental Health and Safety Permits, or any liabilities, including any investigatory, remedial or corrective obligations, relating to the Company or any of its Subsidiaries or their respective facilities arising under or relating to Environmental, Health, and Safety Requirements or Environmental, Health, and Safety Permits;

(iii) there are and have been no Hazardous Materials at, in, on or under any property currently or formerly owned, leased, or operated by the Company or any of its Subsidiaries or, to the Knowledge of Company, any other location (including any location used for the storage, disposal, recycling or other handling of any Hazardous Materials), that could reasonably be expected to give rise to liability of the Company or any of its Subsidiaries under any Environmental, Health, and Safety Requirements or Environmental Health and Safety Permits;

(iv) neither the Company nor any of its Subsidiaries has expressly assumed or agreed to provide indemnity against any obligation or liability of any other Person under any Environmental, Health, and Safety Requirements or concerning any Release or threatened Release of any Hazardous Materials (it being understood that customary provisions contained in any customer, supplier, transportation or partner contracts entered into the Ordinary Course of Business, are excluded from the scope of this Section 4(s)(iv)); and

(v) this Section 4(s), Section 4(d), Section 4(h), Section 4(l), Section 4(n), Section 4(o) and Section 4(t) contain the exclusive representations and warranties with respect to Environmental, Health, and Safety Requirements and Environmental, Health and Safety Permits.

(t) Certain Business Relationships with the Company and its Subsidiaries. Except as set forth in Section 4(t) of the Disclosure Schedule, no officer, director, employee, shareholder or Affiliate of any Seller, the Company or any Subsidiary is a party to any Contract or involved in any business relationship with the Company or any Subsidiary (other than employment Contracts entered into in the Ordinary Course of Business) (any such Contract, a "Related Party Contract") or has any ownership interest in any property or right, tangible or intangible, used by the Company or its Subsidiaries.

(u) Customers and Suppliers. Section 4(u) of the Disclosure Schedule sets forth (i) the top twenty-five (25) customers of the Company and its Subsidiaries, taken as a whole (based on the dollar amount of sales to such customers for the fiscal year ended December 31, 2018) (the "Material Customers") and (ii) the top twenty-five (25) suppliers and vendors of the Company and its Subsidiaries, taken as a whole (based on the dollar amount of purchases made by the Company and its Subsidiaries, taken as a whole, for the fiscal year ended December 31, 2018) (the "Material Suppliers"). None of the Material Customers or Material Suppliers has informed the Company, its Subsidiaries or any of their respective Affiliates in writing or, to the Knowledge of the Company, orally that it will or, to the Knowledge of the Company, has threatened to, terminate, cancel, materially limit or materially and adversely modify its existing or planned business with the Company, and to the Knowledge of the Company and its Subsidiaries, no such Material

Customer or Material Supplier is otherwise involved in or, to the Knowledge of the Company or any of its Subsidiaries, threatening a material dispute against the Company. Since January 1, 2016, the Company and its Subsidiaries have not suffered any material shortage or cessation or interruption of supplies or the provision of any services

(v) Bank Accounts. Section 4(v) of the Disclosure Schedule sets forth a true and complete list of the name and address of each bank or financial institution with which any Company has an account or safe deposit box and the name of each Person who is an authorized signatory or has access thereto or control thereunder.

(w) Acquisitions and Acquisition Contracts. Except as set forth in Section 4(w) of the Disclosure Schedule, since January 1, 2014, no dispute, demand, claim (including any claim for indemnification) or action has been made or initiated or, to the Knowledge of the Company, threatened by or involving the Company or any of its Subsidiaries, in respect of, or related to, any acquisition (whether by merger, sale of stock, sale of assets or otherwise) by the Company or one of its Subsidiaries of a business, business unit or Person, or material portion of any of the foregoing (each, an "Acquisition"), or in respect of any Contract related to any Acquisition (an "Acquisition Contract") and, to the Knowledge of the Company, there is no fact or circumstance which would reasonably be expected to result in any such dispute, demand, claim or action. Except as set forth in Section 4(w) of the Disclosure Schedule, there are no "earn-outs," contingent payment obligations or other similar obligations of the Company or any of its Subsidiaries, or any escrows or other money holdbacks outstanding, in respect of any Acquisition or Acquisition Contract.

(x) Anti-Corruption. None of the Company, its Subsidiaries nor any of their respective representatives has taken any action that would cause such Company or its Subsidiaries to be in violation in any material respect of any applicable anti-corruption or anti-bribery Law or regulation, including the United States Foreign Corrupt Practices Act of 1977, as amended.

(y) Sanctions. The Company and each of its Subsidiaries is, and at all times has been, in compliance in all material respects with all applicable economic sanctions Laws and regulations, including those administered by the United States Department of the Treasury's Office of Foreign Assets Control.

(z) Disclaimer of Other Representations and Warranties. Except as expressly set forth in this Section 4, the Sellers and the Company make no representation or warranty, express or implied, at law or in equity, in respect of the Company, its Subsidiaries, or any of their respective assets, liabilities or operations, including with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed.

5. Pre-Closing Covenants. The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing:

(a) Efforts to Consummate; Notices and Consents.

(i) Upon the terms and subject to the conditions set forth in this Agreement, each Party will use such Party's reasonable best efforts to take all action and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the closing conditions set forth in Section 7 below).

(ii) The Company shall, and shall cause each of its Subsidiaries to, timely give any notices to third parties, prepare any applications required for filing with Governmental Entities, and shall use its reasonable best efforts to obtain any third party consents, in each case, as set forth in Section 5(a) of the Disclosure Schedule; provided, however, that the Company shall not be obligated to pay any consideration therefor to any third party from whom consent or approval is requested.

(iii) Each Party will timely give any notices to, make any filings with, and use its reasonable best efforts to obtain any authorizations, consents, and approvals of governments and governmental agencies necessary to consummate the transactions contemplated by this Agreement, as applicable. All costs incurred in connection with obtaining such authorizations, consents and approvals, including the Hart-Scott-Rodino Act filing fee, shall be borne by Buyer. Each Party shall make an appropriate filing, if necessary, pursuant to the Hart-Scott-Rodino Act with respect to the transactions contemplated by this Agreement promptly (and in any event, within ten (10) Business Days) after the date of this Agreement (which filing shall request early termination of the review period with respect thereto) and shall supply as promptly as practicable to the appropriate governmental agencies any additional information and documentary material that may be requested pursuant to the Hart-Scott-Rodino Act and any other applicable antitrust, competition or similar law, rules regulations, orders or decrees; provided, that all analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of any Party before any governmental agency or the staff or regulators of any governmental agency, in connection with the transactions contemplated hereunder (but, for the avoidance of doubt, not including any interactions between any Seller or the Company with governmental agencies in the Ordinary Course of Business unrelated to the transactions contemplated hereby or any disclosure which is not permitted by Law) shall be disclosed to the other Parties hereunder in advance of any filing, submission or attendance, it being the intent that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals; provided, that the Parties may (A) designate certain portions of such information as being provided on an outside-counsel basis only and (B) redact such information to (x) remove references concerning the valuation of the Company and (y) as necessary to address confidentiality obligations. Each party shall give notice to the other Parties with respect to any inquiry, request, meeting, discussion, appearance or contact with any governmental agency or the staff or regulators of any governmental agency, with such notice being sufficient, to the extent reasonably practicable, to provide the other Parties with the opportunity to attend and participate in any substantive meeting, discussion, appearance or contact.

(iv) Without limiting the foregoing, (i) Sellers and Buyer and their respective Affiliates shall not extend any waiting period or comparable period under the Hart-Scott-Rodino Act or enter into any agreement with any governmental agency not to consummate the transactions contemplated hereby, except with the prior written consent of the other Parties and (ii) Buyer shall take all actions that are necessary or advisable or as may be required by any governmental agency to expeditiously (and in no event later than the Outside Date) consummate

the transactions contemplated by this Agreement, including (A) by proposing, negotiating, committing to and effecting, by consent decree, hold separate order, mitigation agreement or otherwise, the sale divestiture or disposition of any entities, assets or facilities of the Company or any of its Subsidiaries after the Closing or any entity, facility or assets of Buyer or its Affiliates, (B) terminating, amending or assigning existing relationships and contractual rights and obligations (other than terminations that would result in a breach of a contractual obligation to a third party), (C) amending, assigning or terminating existing licenses or other agreements (other than terminations that would result in a breach of a license or such other agreement with a third party) and entering into such new licenses or other agreements and (D) otherwise taking or committing to take actions that after consummation of the transactions contemplated by this Agreement would limit Buyer's (including its Affiliates) or the Company's freedom of action with respect to its business. From and after the date hereof and until all governmental approvals required in connection with the Agreement have been obtained, Sellers and Buyer shall not, and shall cause each of the Sellers' and Buyer's Affiliates not to, operate their businesses in such manner or take any action, that could reasonably be expected to significantly increase the risk of not obtaining any such governmental approval or clearance or the expiration or termination of any applicable waiting period.

(v) In the event any claim, action, suit, investigation or other proceeding by any governmental agency or other Person is commenced which questions the validity or legality of the transactions contemplated hereby or seeks damages in connection therewith, the Parties agree to cooperate and use their reasonable best efforts to defend against such claim, action, suit, investigation or other proceeding and, if an injunction or other order is issued in any such action, suit or other proceeding, to use their reasonable best efforts to have such injunction or other order lifted, and to cooperate reasonably regarding any other impediment to the consummation of the transactions contemplated hereby.

(b) Operation of Business. Except as (i) expressly contemplated or permitted by this Agreement, (ii) may be required by applicable Law or (iii) consented to in writing by Buyer (not to be unreasonably withheld, delayed or conditioned), from the date hereof until the Closing Date, the Company shall, and shall cause each of its Subsidiaries, to (A) conduct their respective businesses only in the Ordinary Course of Business, (B) comply in all material respects with all applicable Laws, (C) use commercially reasonable efforts to (1) preserve the goodwill of the business of the Company and its Subsidiaries and keep intact the business of the Company and its Subsidiaries, in each case, as presently conducted, (2) keep available the services of its current executive officers and managers and (3) maintain its relations with its material customers, suppliers, vendors and others having material business relationships with the Company or any of its Subsidiaries. Without limiting the generality of the foregoing, from the date hereof until the Closing Date, except as set forth in Section 5(b) of the Disclosure Schedule and except as expressly contemplated or permitted by this Agreement, neither the Company nor any of its Subsidiaries shall take any of the following actions without the prior written consent of Buyer, which consent shall not be unreasonably withheld, delayed or conditioned:

(i) (A) declare, set aside or pay any dividend, or make any other distribution, in respect of the outstanding capital stock or other equity interests of the Company or any of its Subsidiaries; (B) split, combine or reclassify any of the outstanding capital stock or other equity interests of the Company or any of its Subsidiaries or issue or authorize the issuance of any

other securities in respect of, in lieu of or in substitution for, or otherwise amend the terms of any, shares of the outstanding capital stock or other equity interests of the Company or any of its Subsidiaries or (C) otherwise adopt a plan or agreement of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries;

(ii) (A) authorize, issue, sell, grant, deliver, subject to any Lien (other than Permitted Encumbrances), transfer, redeem, purchase or otherwise acquire any shares of the capital stock or other equity interests of the Company or any of its Subsidiaries, any other of their respective voting securities or any securities convertible into, or any rights, warrants or options to acquire, any such shares or other equity interests, voting securities or convertible securities except pursuant to agreements set forth on Section 5(b)(ii) of the Disclosure Schedule; or (B) form or cause to be formed any new Subsidiary;

(iii) amend the Governing Documents of the Company or any of its Subsidiaries;

(iv) (A) acquire (by merger, consolidation, acquisition of stock or assets or otherwise) any corporation, partnership or other business organization or assets comprising a business or any substantial amount of property or assets in or of any other Person or (B) dispose, divest, abandon, transfer or lease any material rights, property or assets, except for dispositions of obsolete or excess assets or equipment effected in the Ordinary Course of Business;

(v) mortgage, pledge or subject to any Lien (other than Permitted Encumbrances) any material portion of the assets of the Company or any of its Subsidiaries;

(vi) make any change in the tax accounting or financial accounting principles used by the Company or any of its Subsidiaries, except insofar as may be required by a change in applicable Law or to conform with GAAP;

(vii) make, change or revoke any Tax election, adopt or change any accounting period or method with respect to Taxes, file any amended Tax Return, enter into any closing agreement, request any ruling from a Taxing Authority, settle or compromise any proceeding with respect to any Tax claim or assessment, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period, or incur any material amount of Tax outside the Ordinary Course of Business;

(viii) except as required by applicable Law or any Employee Benefit Plan set forth on Section 4(r)(i) of the Disclosure Schedule, (A) increase the compensation or benefits paid or payable to any current or former officer, director, employee or individual independent contractor of the Company or any of its Subsidiaries (other than in the Ordinary Course of Business with respect to employees with a title below vice president or whose annual compensation is less than $200,000), (B) grant any equity in the Company or any of its Subsidiaries or any award based on such equity, (C) establish, adopt, enter into, terminate or amend any Employee Benefit Plan (or any agreement, program, policy or plan that would be an Employee Benefit Plan if it were in existence on the date of this Agreement), (D) hire or terminate (other than for cause) any employees with a title of vice president or above or whose annual compensation is, or is reasonably

expected to be $200,000 or more, (E) other than as expressly contemplated in Section 2(f), take any action to accelerate the vesting or payment, or the funding of any payment or benefit under, any amount under any Employee Benefit Plan, or (F) grant any severance or termination pay or change the terms of any agreement or policy as it relates to severance or termination payments to any current or former director, officer, employee, or individual independent contractor of the Company or any of its Subsidiaries;

(ix) (A) sell, assign, lease, license, transfer, abandon, let lapse or otherwise dispose of any patents, trademarks, trade names, copyrights, trade secrets or other intangible assets or (B) modify any Privacy Policies or the operation or security of any IT Assets in any manner that is materially adverse to the Company or its Subsidiaries ;

(x) make any loans or advances to, or guarantees for the benefit of, any other Person (except participant loans made by the Company 401(k) Plan pursuant to the terms of the Company 401(k) Plan) other than advances to employees for business expenses to be incurred in the Ordinary Course of Business;

(xi) enter into any Contract that would be a Material Contract if entered into prior to the date hereof (other than Material Contracts described in clause (xii) or, in the Ordinary Course of Business, clause (xviii) of Section 4(n)) or terminate, cancel or materially modify any Material Contract;

(xii) (A) incur, assume, become subject to or guarantee any Funded Indebtedness, issue or sell any debt securities or warrants or other rights to acquire any debt securities of the Company or any of its Subsidiaries or guarantee any Funded Indebtedness of another Person, (B) enter into, assume, become subject to or guarantee any obligations that would be qualified as capital leases (including any financing arrangements for new equipment or vehicles that would so qualify as capital leases) or (C) make an investment in the equity interests or Funded Indebtedness of, any other Person, other than, in each case of clauses (A) and (B), any such Funded Indebtedness, securities, warrants, rights or capital leases that will be paid off at or prior to the Closing;

(xiii) terminate, amend or unwind any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;

(xiv) make any, or enter into any commitment for, capital expenditures of the Company or any of its Subsidiaries for tangible assets in excess of one hundred and fifty thousand dollars ($150,000) for all commitments in the aggregate for the Company and its Subsidiaries, other than for any capital expenditures included in the budget set forth in Section 5(b) of the Disclosure Schedule (the "CapEx Budget");

(xv) terminate, extend, reduce, renew or permit to lapse existing insurance policies or enter into new insurance policies of the Company or any of its Subsidiaries, except in any case on such terms and for such amounts as is in the Ordinary Course of Business;

(xvi) (A) commence or initiate any Proceeding for an amount in excess of one hundred thousand dollars ($100,000), individually, or five hundred thousand dollars ($500,000), in the aggregate, or (B) pay, discharge, settle or compromise any pending or threatened Proceeding unless (x) no non-monetary obligation would be imposed on the Company or any of its Subsidiaries as a result thereof, (y) no amounts (if any) to be paid (to the extent not covered by insurance) or received by the Company or any of its Subsidiaries would exceed the accrued liability therefor on the balance sheet or, if no liability was accrued therefor on the balance sheet, one hundred thousand dollars ($100,000) and (z) such settlement or compromise includes an irrevocable release of the Company and its Subsidiaries related to the matters underlying such Proceeding and the Company has, at such time of such settlement or compromise, sufficient cash on hand to make such payment or discharge to be paid by the Company or one or more of its Subsidiaries;

(xvii) (A) recognize any union, works council, or other labor organization as the representative of any of the employees of the Company or any of the Subsidiaries, or enter into or become subject to any collective bargaining or labor Contract or (B) take any action that, individually or in the aggregate, could effectuate a "plant closing" or a "mass layoff" (or similar notice-triggering action, each as defined in the WARN Act);

(xviii) terminate or allow to lapse any permit required for the operation of the business of the Company and its Subsidiaries as presently conducted;

(xix) (A) undertake any factoring, disposing or discontinuing of any of its accounts receivable or unbilled accounts receivable or take any other action the purpose of which is to artificially increase its Closing Cash, including seeking payment of its accounts receivable or unbilled accounts receivable other than in the Ordinary Course of Business; or (B) pay accounts payable prior to the stated maturity thereof (other than for valid and legitimate business reasons) or discharge any obligor from its obligations under any accounts receivable or unbilled accounts receivable other than upon payment in full of all amounts payable thereunder (other than for a valid and legitimate business reason); or

(xx) enter into any legally binding commitment, or otherwise commit, authorize, resolve or agree, to take any of the actions prohibited by this Section 5(b).

(c) Reasonable Access; Confidentiality.

(i) The Company shall, and shall cause each of its Subsidiaries to, permit representatives of Buyer (including legal counsel, the Financing Sources and accountants), upon reasonable prior notice to Sellers' Representative, to have reasonable access during normal business hours, and in a manner so as not to interfere with the normal business operations of the Company and its Subsidiaries, to all premises, properties, personnel, books, records (including tax records), Contracts, instruments and documents of or pertaining to the Company and each of its Subsidiaries. Prior to the Closing, without the prior written consent of Sellers' Representative, which may be withheld for any reason, Buyer shall not contact any suppliers to, or customers of, the Company or any of its Subsidiaries; provided, however, that the foregoing restriction shall not prohibit any contacts by Buyer or its representatives or Affiliates with customers and suppliers of the Company or any of its Subsidiaries in the Ordinary Course of Business unrelated to the transactions contemplated hereby, and Buyer shall have no right to perform invasive or subsurface investigations of the Leased Real Property or the Owned Real Property.

(ii) Prior to the Closing Date, the Company shall as promptly as practicable (but in no event later than twenty (20) days following the end of each calendar month) deliver to Buyer a consolidated balance sheet, statement of operations and statement of cash flows for such calendar month (with the first such balance sheet, statement of operations and statement of cash flows to be delivered for the month ended April 30, 2019), together with the underlying trial balances and other supporting documentation for the Company and each of its Subsidiaries, in each case, prepared on a basis consistent with past practice.

(iii) Subject to Section 5(j)(iii), Buyer acknowledges that the information being provided to it in connection with this Agreement and the consummation of the transactions contemplated hereby is subject to the terms of a non-disclosure agreement, dated as of February 15, 2019, between Buyer and the Company (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference. Effective upon the Closing, the Confidentiality Agreement shall terminate with respect to information relating solely to the Company and its Subsidiaries; provided, however, that Buyer acknowledges that any and all other information provided to it by the Company, any Seller or any representative or agent of the Company or any Seller concerning any Seller shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date; and provided, further, that Buyer acknowledges that if this Agreement is, for any reason, terminated prior to the Closing, the Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms.

(d) Notice of Developments.

(i) Each Party will give prompt written notice to the other Parties of any development that results in a breach in any material respect of any covenant or agreement of the Sellers or Buyer, as applicable, or renders inaccurate any of such Party's representations and warranties set forth in this Agreement; provided, however, that no such notice shall have any effect on the Sellers', the Company's or Buyer's, as applicable, ability to assert the failure of any condition to their obligation to consummate the transactions contemplated hereby set forth in Section 7 to be satisfied. No disclosure by any Party pursuant to this Section 5(d)(i), however, shall be deemed to prevent or cure any misrepresentation or breach of warranty.

(ii) Notwithstanding anything to the contrary herein, the rights and remedies of Buyer under this Agreement shall not be limited by the fact that Buyer (i) had actual or constructive knowledge (regardless of whether such knowledge was obtained through Buyer's own investigation or through disclosure by or on behalf of the Company or its Subsidiaries, the Sellers or any third party) of any breach, inaccuracy, event or circumstance, whether before or after the execution and delivery of this Agreement or (ii) waived any condition to the Closing related thereto set forth in Section 7 in accordance with Section 9(g).

(e) Representation and Warranty Insurance. The Buyer shall obtain the Representation and Warranty Policy and, in connection therewith, procure the insurer's agreement to exclude any provision therefrom providing for subrogation against the Sellers except in the case of fraud. The Buyer shall provide a copy of any such Representation and Warranty Policy that it obtains to the Sellers' Representative.

(f) No Solicitation of Alternative Transactions.

(i) From the date hereof until the earlier of (i) the Closing and (ii) the date this Agreement is terminated in accordance with Section 8 (such period, the "No-Shop Period"), neither the Sellers nor the Company, shall authorize or cause any of their Affiliates or any of their respective representatives to, directly or indirectly, take any of the following actions with any Person other than Buyer and its designees: (A) solicit, initiate or knowingly encourage any inquiry, proposal or offer relating to an Alternative Transaction (each, a "Proposal"), (B) enter into, participate in or encourage any discussions or negotiations relating to, or disclose, furnish or afford access to any information concerning the Company, its Subsidiaries (including the Company's and its Subsidiaries' personnel, businesses, properties, books or records) in connection with, or assist, or cooperate with any Person in making or proposing, or take any other action to facilitate, any Proposal or Alternative Transaction, or (C) authorize or enter into any agreement or understanding (whether binding or nonbinding, written or oral) relating to, or engage in or consummate, any Proposal or Alternative Transaction.

(ii) If any of the Sellers, the Company, their respective Affiliates or their respective representatives, during the No-Shop Period, receives any Proposal, or any request for disclosure or access as referenced in Section 5(f)(i) above, such Seller or the Company, shall, and shall cause its Affiliates and its and its Affiliates' representatives to, promptly inform Buyer regarding such Proposal or request and furnish Buyer a copy of such Proposal or request or, if not in writing, a reasonably detailed description thereof, including the name of the Person making such Proposal or request, and shall keep Buyer informed of the status and details of any future notices, requests, correspondence or communications related thereto.

(g) Termination of Related Party Contracts. The Company shall, and the Company shall cause its Subsidiaries to, take or cause to be taken any and all actions to cause the termination of all Related Party Contracts (other than those Contracts set forth in Section 5(g) of the Disclosure Schedule) with effect from and after the Closing, pursuant to which neither Buyer nor any of its Affiliates (including the Company and its Subsidiaries following the Closing) shall have any liability, and Buyer and its Affiliates (including the Company and its Subsidiaries following Closing) shall be released and discharged from all obligations, liabilities, damages, claims and actions arising from or in connection with such terminated and extinguished Related Party Contracts, in each case effective as of the Closing. The Sellers' Representative shall, or shall cause the Company and its Subsidiaries to, provide the Buyer with an opportunity to review and comment upon forms to effect all such terminations and shall incorporate in good faith such comments from Buyer that are reasonable and consistent with the terms of this Section 5(g).

(h) Contact with Customers, Suppliers, Vendors and Other Business Relations. From time to time following the date of this Agreement until the Closing Date, upon Buyer's reasonable request, the Company shall use its commercially reasonable efforts to coordinate introductions with certain customers, suppliers, vendors and other business relations of the Company and its Subsidiaries in order to ensure continuity of customer service and facilitate an efficient transition of the business of the Company and its Subsidiaries upon the Closing.

(i) [Reserved].

(j) Financing Cooperation.

(i) Prior to the Closing, the Company will use its reasonable best efforts, and will cause each of its Subsidiaries and its and its Subsidiaries' representatives to, at Buyer's sole cost and expense, use its respective reasonable best efforts, to provide Buyer with all cooperation reasonably requested by Buyer to assist Buyer in causing the conditions in the Commitment Letter to be satisfied or as is otherwise reasonably requested by Buyer in connection with Buyer obtaining the Financing, including:

(A) (A) as promptly as reasonably practicable, furnishing Buyer with the Required Financing Information, (B) participating (and causing senior management, representatives and advisors of the Company to participate) in a reasonable number of meetings, calls, presentations, road shows, due diligence sessions (including accounting due diligence sessions), drafting sessions and sessions with rating agencies, otherwise cooperating with the marketing efforts for any of the Financing and assisting Buyer in obtaining ratings as contemplated by the Financing and (C) cooperating with the Financing Sources' due diligence investigation (including the provision of "backup" support) to the extent customary and reasonable;

(B) assisting Buyer and the Financing Sources with the timely preparation of customary (A) rating agency presentations, business projections, bank syndication materials, roadshow materials, bank information memoranda, lender presentations and similar documents required in connection with the Financing (and furnishing customary authorization letters (containing customary representations and the representation that the information provided by the Sellers or Sellers' representatives for inclusion in any bank information memorandum or lender presentation does not include material non-public information about the Sellers and the Company, and designating the information provided by the Sellers or Sellers' representatives for presentation to the Financing Sources as suitable to be made available to lenders who do not wish to receive material non-public information) in connection therewith, executed on behalf of Sellers), and (B) offering documents, prospectuses, memoranda, investor presentations and similar documents required in connection with the Financing;

(C) assisting Buyer with the preparation of pro forma financial information and pro forma financial statements to the extent necessary or reasonably required by Buyer or the Financing Sources, it being agreed that the Company will not be required to provide any information or assistance relating to (A) the proposed aggregate amount of debt and equity financing, together with assumed interest rates, dividends (if any) and fees and expenses relating to the incurrence of such debt or equity financing; (B) any post-Closing or pro forma cost savings, synergies, capitalization, ownership or other pro forma adjustments desired to be incorporated into any information used in connection with the Financing; or (C) any financial information related to Buyer or any of its Subsidiaries or any adjustments that are not directly related to the acquisition of the Company by Buyer;

(D) executing and delivering (but not prior to the Closing) any pledge and security documents (including original copies of all certificated securities (or local equivalents) (with transfer powers (or local equivalents) executed in blank) (including providing copies thereof prior to Closing), control agreements, surveys, title insurance, landlord consent and access letters), indentures, supplemental indentures, currency or interest hedging arrangements, other definitive financing documents, legal opinions or other certificates or documents as may be reasonably requested by Buyer or the Financing Sources (including a certificate of the chief financial officer of the Company with respect to solvency matters in the form set forth as an annex to the Commitment Letter) and otherwise reasonably facilitating the pledging of collateral and the granting of security interests or guarantees in respect of the Financing, it being understood that such documents will not take effect until the Closing;

(E) taking all reasonable actions necessary to permit the prospective lenders involved in the Financing to evaluate the Company's current assets, cash management and accounting systems, policies and procedures relating thereto for the purposes of establishing collateral arrangements;

(F) cause its independent auditors to (A) provide, consistent with customary practice, customary auditors consents and customary comfort letters (including "negative assurance" comfort and change period comfort) with respect to financial information relating to the Company and its Subsidiaries as reasonably requested by Buyer as necessary or customary for financings similar to the Financing (including using reasonable best efforts to obtain, to the extent applicable, consents of accountants for use of their reports in any materials relating to the Financing and accountants' comfort letters, in each case as reasonably requested by Buyer or the Financing Sources) and (B) attend accounting due diligence sessions and drafting sessions; and

(G) at least four (4) Business Days prior to the Closing Date, (1) furnishing documents reasonably requested by the Buyer or its Financing Sources relating to the repayment of the existing indebtedness of the Company and its Subsidiaries and the release of related Liens (including Liens relating to the Company and its Subsidiaries with respect to any existing indebtedness of the Sellers or Sellers' representatives or their affiliates), including customary payoff letters and (to the extent required) evidence that notice of such repayment has been timely delivered to the holders of such debt and (2) furnishing Buyer and the Financing Sources with all documentation and other information about the Company and its Subsidiaries as is reasonably requested by Buyer relating to applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT ACT and 31 C.F.R. §1010.230;

provided that (1) nothing herein shall require such cooperation to the extent it would (A) reasonably be expected to conflict with, or violate, the Company's and/or any of its Subsidiaries' Governing Documents or any applicable Law, or result in the contravention of, or violation or breach of, or default under, any material Contract to which the Company or any of its Affiliates is a party or (B) require the Company or its Affiliates to (i) waive or amend any terms of this Agreement or any Ancillary Agreement or any other material Contract to which any of them is a party or (ii) agree to pay any fees or reimburse any expenses prior to the Closing for which it has not received prior reimbursement by or on behalf of Buyer, or to give any indemnities or incur any liabilities, in each case, that are effective prior to the Closing, (2) nothing herein shall require

such cooperation from the Company or its Affiliates to the extent it would, in the Company's reasonable judgment, unreasonably interfere with the ongoing operations of the Company or its Affiliates and (3) none of the directors or managers of the Company and its Subsidiaries, acting in such capacity, shall be required to execute, deliver or enter into or perform any agreement, document or instrument, including any definitive agreement with respect to the Financing contemplated by the Commitment Letter, with respect to the Financing or adopt any resolutions or take any other actions approving the agreements, documents and instruments pursuant to which the Financing is obtained, including any definitive financing documents, that is not contingent upon the Closing or that would be otherwise effective prior to the Closing.

(ii) Notwithstanding anything in this Section 5(j)to the contrary, except with respect to authorization letters, (A) no action, liability or obligation of the Company, any of its Subsidiaries or any of their respective representatives pursuant to any certificate, agreement, arrangement, document or instrument relating to the Financing will be effective until the Closing; and (B) neither the Company nor any of its Subsidiaries will be required to take any action pursuant to any certificate, agreement, arrangement, document or instrument that is not contingent on the occurrence of the Closing or that must be effective prior to the Closing.

(iii) The Company hereby consents to the reasonable use of its and its Subsidiaries' logos in connection with the Financing so long as such logos are used solely in a manner that is not intended to or likely to harm or disparage the Company or any of its Subsidiaries or the reputation or goodwill of the Company or any of its Subsidiaries. All non-public information regarding the Company and its Affiliates provided to any of Buyer, the Financing Sources or any of their respective representatives pursuant to this Section 5(j) shall be kept confidential, except for disclosure to potential lenders and investors and their respective representatives that is reasonably required in connection with the Financing or required for the Buyer to comply with U.S. securities laws, and is subject to customary confidentiality protections.

(iv) Promptly upon written request by the Company, Buyer will reimburse the Company for any reasonable and documented out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by the Company or its Subsidiaries (including those of its Affiliates or representatives) in connection with the cooperation of the Company and its Subsidiaries contemplated by this Section 5(j), and the foregoing obligations shall survive termination of this Agreement. The Parties hereby agree that the costs and expenses of Grant Thornton incurred by the Company in connection with providing the Required Financing Information will be reimbursed by the Buyer prior to or at the Closing.

(v) Buyer shall indemnify, defend and hold harmless the Company and each of its Subsidiaries and their Affiliates (including Affiliates as of the date hereof who will cease to be Affiliates at the Closing) and representatives from, against and in respect of any liability or losses imposed on, sustained, incurred or suffered by, or asserted against, any of them, whether in respect of third-party claims, direct claims or otherwise, arising out of or resulting from the arrangement of the Financing and/or the provision of information utilized in connection therewith (other than historical information relating to the Company and its Subsidiaries), and the foregoing obligations shall survive termination of this Agreement except to the extent suffered or incurred as a result of the bad faith, gross negligence, willful misconduct or material breach of this Agreement by the Company or any of its Subsidiaries or, in each case, their Affiliates and representatives.

(vi) Buyer acknowledges and agrees that obtaining the Financing is not a condition to the Closing. Subject to Section 9(p), if the Financing has not been obtained, Buyer will continue to be obligated, subject to the satisfaction or waiver of the conditions set forth in Section 7, to consummate the transactions contemplated hereby.

6. Post-Closing Covenants. The Parties agree as follows with respect to the period following the Closing:

(a) General. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each Party will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party.

(b) Litigation Support. Until the first (1st) anniversary of the Closing Date, in the event that any Party actively is contesting or defending against any Proceeding in connection with any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Company or any of its Subsidiaries (other than any Proceeding between the Sellers, on the one hand, and Buyer and the Company or its Subsidiaries, on the other hand, related to this Agreement or the transactions contemplated hereby, which would be governed by and subject to other applicable provisions of this Agreement and subject to applicable rules relating to discovery and document retention), each of the other Parties shall, upon reasonable notice and at reasonable times, make available their personnel whose participation is reasonably required by the contesting or defending Party and provide such testimony and access to their books and records as shall be reasonably necessary in connection with the defense or contest, all at the sole cost and expense of the contesting or defending Party (including any reasonable internal expenses of the Party making available its personnel and providing testimony and access to its books and records); provided, that all access provided pursuant to this Section 6(b) shall be conducted in such a manner so as not to interfere unreasonably with the normal operations of the Party providing such access.

(c) Employee Benefits.

(i) Except as otherwise agreed in a written agreement between Buyer or any of its Affiliates and any Continuing Employee, for the period beginning on the Closing Date and ending on December 31, 2019, Buyer shall, or shall cause the Company and its Subsidiaries to, provide the individuals who are employees of the Company or any of its Subsidiaries (other than any employee of the Company and its Subsidiaries who is covered by a collective bargaining agreement or other similar Contract as of the Closing (the "Union Employees")) on the Closing Date (the "Continuing Employees"), solely during any period of employment with the Company or any of its Subsidiaries, with (A) wages or salaries, as applicable, that are at least equal to the wages or salaries, as applicable, of such Continuing Employee in effect immediately prior to the Closing, (B) target annual cash incentive compensation and commission opportunities that are no less favorable than the target annual cash incentive compensation and commission opportunities in effect with respect to each such Continuing Employee as of immediately prior to the Closing

and (C) employee benefits that are either (1) substantially comparable in the aggregate to the employee benefits (excluding equity or equity-based compensation and discretionary bonuses) provided to similarly situated employees of Buyer and its Affiliates or (2) substantially comparable in the aggregate to the employee benefits (excluding equity or equity-based compensation and discretionary bonuses) provided to such Continuing Employees immediately prior to the Closing. With respect to any Union Employee, Buyer shall, or shall cause the Company and its Subsidiaries to, provide for such compensation and benefits as are required to be provided to such Union Employee pursuant to the terms of any applicable collective bargaining agreement or similar Contract.

(ii) Buyer shall use commercially reasonable efforts to ensure that service accrued by the Continuing Employees during employment with the Company or any of its Subsidiaries prior to the Closing shall be recognized for all purposes (except benefit accrual), except (A) to the extent necessary to prevent duplication of benefits or (B) for purposes of any defined benefit pension plan, any benefit plan that provides retiree welfare benefits, or any benefit plan that is a frozen plan or provides grandfathered benefits. Buyer shall use commercially reasonable efforts to ensure that any and all pre-existing condition limitations and eligibility waiting periods under any employee benefit plan of Buyer or an Affiliate of Buyer (each a "Buyer Plan") in which Continuing Employees may participate following the Closing shall be waived with respect to the Continuing Employees and their eligible dependents to the extent such limitations did not apply or were satisfied under the applicable Employee Benefit Plan. Buyer shall use commercially reasonable efforts to ensure that the Continuing Employees shall be given credit for amounts paid under any Employee Benefit Plan for the plan year in which the Closing occurs for purposes of applying deductibles, co-payments and out-of-pocket maximums as though such amounts had been paid in accordance with the terms and conditions of an analogous Buyer Plan, to the same extent such credit was given under the applicable Employee Benefit Plan in which the Continuing Employee participated immediately prior to the Closing.

(iii) Notwithstanding the foregoing, nothing contained herein shall obligate Buyer or the Company or any of its Subsidiaries to maintain the employment of any Continuing Employee or any Union Employee for any specific period for time. Nothing in this Section 6(c) is intended to amend any employee benefit plans or to prevent Buyer or the Company or any of its Subsidiaries from terminating any employee benefit plans in a manner permissible under the terms thereof. The provisions of this Section 6(c) are for the sole benefit of the Parties and nothing herein, express or implied, is intended or shall be construed to confer upon or give any person (including, for the avoidance of doubt, any Continuing Employee or any Union Employee), other than the Parties and their respective successors and permitted assigns, any legal or equitable or other rights or remedies under or by reason of any provision of this Agreement.

(d) Tax Matters.

(i) Liability for Taxes.

(A) For purposes of this Agreement, Taxes attributable to any Straddle Period will be apportioned between the period of the Straddle Period that begins before the Closing Date and ends on and includes the Closing Date (the "Pre-Closing Straddle Period") and the period of the Straddle Period that begins the day after the Closing

Date and ends at the end of the Straddle Period (the "Post-Closing Straddle Period") in accordance with this Section 6(d)(i)(A). The portion of Taxes attributable to a Pre-Closing Straddle Period shall (i) in the case of any sales or use taxes, value-added taxes, employment taxes, withholding taxes and any other Tax based on or measured by income, business activity, receipts or profits earned during a Straddle Period, be deemed to equal the amount that would be payable if the Straddle Period ended on and included the Closing Date; and (ii) in the case of personal property, real property, ad valorem and other Taxes of the Company imposed on a periodic basis during a Straddle Period, be deemed to be the amount of the Taxes for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the Pre-Closing Straddle Period and the denominator of which is the number of days in such Straddle Period. The portion of Taxes attributable to a Post-Closing Straddle Period shall be calculated in a corresponding manner. Any exemptions, allowances or deductions that are (i) related to a Tax covered by Section 6(d)(i)(A)(i) shall be calculated on an interim closing of the books method and (ii) related to a Tax covered by Section 6(d)(i)(A)(ii) shall be calculated on a pro rata method.

(B) The Sellers shall be responsible for and covenant to pay and, pursuant to this Section 6(d)(i)(B), hereby severally and not jointly indemnify the Buyer and its Subsidiaries (including the Company and its Subsidiaries) from and against their respective Allocable Portions of all Adverse Consequences arising from (1) any Taxes of or imposed on or with respect to the Company and its Subsidiaries payable in respect of any taxable period ending on or before the Closing Date (a "Pre-Closing Tax Period"); (2) all Taxes of the Company and its Subsidiaries that are attributable to a Pre-Closing Straddle Period pursuant to Section 6(d)(i)(A); (3) any and all Taxes of the Sellers or any other Persons for which the Company or any of its Subsidiaries is liable as a result of having been a member of an affiliated, consolidated, combined or unitary Tax group on or prior to the Closing Date, (4) any and all Taxes of any Person for which the Company or any of its Subsidiaries is liable as transferee or successor, by contract or otherwise, which Taxes relate to an activity, event or transaction occurring on or before the Closing Date; (5) any obligation or other liability of the Company to indemnify any other Person (other than its Subsidiaries) in respect of or relating to Taxes to pay an amount pursuant to any Tax sharing, allocation, indemnity or similar agreement or arrangement other than agreements entered into by the Company in the Ordinary Course of Business the primary purpose of which does not relate to Taxes; and (6) any breach of Section 4(k) (Tax Matters); provided, however, that the Sellers shall not be liable for or covenant to pay, and shall not indemnify the Buyer or its Subsidiaries (including the Company or its Subsidiaries) from and against (and Buyer shall be responsible for and pay) (A) Taxes that arise as a result of a voluntary transaction or action carried out or effected by the Company or the Buyer on the Closing Date after the Closing, provided, however, that the Sellers shall remain liable and shall indemnify Buyer and its Subsidiaries (including the Company and its Subsidiaries) for Taxes attributable to transactions and actions that are carried out or effected on the Closing Date either (y) in the Ordinary Course of Business; or (z) pursuant to an obligation of this Agreement; (B) Taxes, to the extent such Taxes were taken into account in the calculation of the Final Working Capital or Final Closing Funded Indebtedness; and (C) Taxes of the Company for the Post-Closing Tax Period and the Post-Closing Straddle Period (other than Taxes resulting from a breach by the Sellers of Section 4(k)). Notwithstanding the foregoing, the Sellers' obligations under this Section 6(d)(i)(B) will survive the Closing

only until the first anniversary thereof (as may be extended pursuant to the last sentence of this Section 6(d)(i)(B), the "Tax Expiration Date"); provided, however, that if a written claim or written notice is given in accordance with Section 6(d)(vii) with respect to any claim for indemnification pursuant to this Section 6(d)(i)(B) prior to the Tax Expiration Date, such claim shall continue indefinitely until such claim is finally resolved in accordance with this Agreement. With respect to any amounts which could be claimed under this Section 6(d)(i)(B) and which could also be claimed under any provision of the Representation and Warranty Insurance Policy, claims for such amounts must first be pursued under the Representation and Warranty Insurance Policy and, thereafter, Buyer shall be permitted to pursue such claims pursuant to this Section 6(d)(i)(B) solely to the extent of any part of such claim that the Representation and Warranty Insurance Policy does not cover; provided, that (i) notwithstanding the foregoing, Buyer shall be entitled to indemnification under this Section 6(d)(i)(B) in respect of such claim (and Buyer shall not be obligated to first pursue such claim under the Representation and Warranty Insurance Policy) up to the full amount of the retention under the Representation and Warranty Policy and (ii) the Tax Expiration Date shall be extended for so long as any such claims are being pursued under the Representation and Warranty Insurance Policy.

(C) Notwithstanding any other provisions to the contrary in this Agreement, Buyer and Sellers agree that to the extent permitted by applicable Laws all Transaction Tax Deductions shall be taken into account as losses or deductions in a Pre-Closing Tax Period or Pre-Closing Straddle Period and shall be utilized in the Pre-Closing Tax Period or Pre-Closing Straddle Period to the maximum extent permitted by applicable Law prior to carrying forward the net operating loss attributable to such Transaction Tax Deductions into a Post-Closing Tax Period or Post-Closing Straddle Period, and the Company and Sellers agree to prepare all Tax Returns in a manner consistent with such intent. If requested by the Sellers' Representative, Buyer will cause the Company to make the election under Revenue Procedure 2011-29 for any "success-based fee" described in Treasury Regulations Section 1.263(a)-5(e)(3) attributable to the Pre-Closing Tax Period.

(ii) Tax Return Filing.

(A) The Buyer shall prepare or cause to be prepared and timely file or cause to be timely filed all Tax Returns for Pre-Closing Tax Periods and Straddle Periods of the Company and each of its Subsidiaries that have not been filed on or prior to the Closing Date (collectively, the "Pre-Closing Tax Returns"). Following the date hereof, the parties agree that with respect to any Pre-Closing Tax Returns for the 2018 calendar year, the Company and its Subsidiaries will engage their existing tax return preparer to prepare such Tax Returns (at the direction of Buyer) and shall reasonably cooperate with Buyer to begin the preparation of such Tax Returns prior to the Closing. The Buyer shall prepare and file or cause to be prepared and filed, the Pre-Closing Tax Returns in good faith in a manner that is consistent with the prior practice of the Company except as otherwise required by Law. The Buyer shall deliver all Pre-Closing Tax Returns to the Sellers' Representative for review and comment at least 20 days prior to the due date (including valid extensions) for filing such Tax Returns (except in the case of a non-income Tax Return where such 20-day period is not practical, in which case as soon as practical). Within 10 days of receiving a draft of such Tax Return (except in the case of a non-income

Tax Return received less than 10 days prior to the due date, in which case as soon as practical) the Sellers' Representative shall provide written comments to the Buyer. The Buyer and the Sellers' Representative shall attempt to resolve any dispute relating to the preparation of the Pre-Closing Tax Returns through good faith negotiation subject to the dispute resolution procedures of Section 6(d)(ix). In no event shall the provision of comments by the Sellers' Representative prevent the Buyer from timely filing any Pre-Closing Tax Return; provided, however, that in the event that the Independent Accountants have not yet resolved any such Tax Dispute prior to the deadline for filing such Pre-Closing Tax Return (including any extensions), the Buyer shall be entitled to file such Pre-Closing Tax Return (or amendment) as prepared by the Buyer subject to amendment to reflect the resolution when rendered by the Independent Accountants. No later than five (5) Business Days prior to the due date of each such Tax Return, Sellers' Representative shall pay to Buyer the amount of Taxes shown due on the Tax Return prepared by Buyer under this Section 6(d)(ii)(A) with respect to the Company and its Subsidiaries (taking into account estimated taxes paid on or before the Closing Date) to the extent it is the responsibility and obligation of the Sellers pursuant to the provisions of Section 6(d)(i) (such Taxes as shown due for the Pre-Closing Tax Period and the Straddle Period (to the extent attributable to the Pre-Closing Straddle Period) shall be defined as, the "Sellers' Allocable Pre-Closing Taxes"). An exact copy of any Pre-Closing Tax Return filed by Buyer under this Section 6(d)(ii) shall be provided to Sellers' Representative as soon as reasonably practicable after such Tax Return is filed.

(B) Notwithstanding anything to the contrary in this Agreement, until the Tax Expiration Date, none of the Buyer, the Company or any of its Subsidiaries shall amend a Tax Return relating to the Company or any of its Subsidiaries with respect to a Pre-Closing Tax Period or make or change an election with respect to a Pre-Closing Tax Period without the prior written consent of Sellers' Representative (such consent not to be unreasonably withheld, conditioned or delayed), unless required to do so by Law.

(iii) Refunds. Buyer and/or the Company shall pay or cause to be paid to the Sellers, in accordance with their respective Allocable Portions, any refunds of Taxes of the Company or any of its Subsidiaries plus any interest received with respect thereto from the applicable Taxing Authorities for any Pre-Closing Tax Period or Pre-Closing Straddle Period for which Sellers are responsible pursuant to this Agreement (including, without limitation, refunds arising from amended returns filed after the Closing Date) within ten (10) Business Days after Buyer or the Company or any of its Subsidiaries receives such refund; provided, however, that amounts payable to Optionholders shall be paid to the Company for further payment by the Company to each Optionholder in accordance with each Optionholder's Allocable Portion through payroll as set forth in Section 2(f)(ii). Buyer agrees that it will not carry back losses from Post-Closing Tax Periods to Pre-Closing Tax Periods. Notwithstanding the foregoing sentence, the amount of any such refund which is for the benefit of the Sellers (i) shall be reduced by (A) the amount of any Taxes, if any, on or incurred as a result of such refund and any costs and expenses incurred in connection with obtaining such refund and (B) the amount of outstanding claims pursuant to Section 6(d)(i); and (ii) shall not include any refund (which for the avoidance of doubt shall be for the benefit of the Buyer) (A) that results from an adjustment in Tax for a Pre-Closing Tax Period that results in an increase in Tax (exclusive of any Tax on the refund) for any Post-Closing Tax Period; (B) that was included in the calculation of either the Estimated Working

Capital or Final Working Capital; (C) for Transfer Taxes or (D) attributable to the carry back of any Tax asset attributable to a taxable period (or portion thereof) beginning following the Closing. To the extent a refund that gave rise to a payment by the Buyer and/or the Company to the Sellers, is subsequently disallowed, or otherwise reduced, the Sellers will be responsible, severally and not jointly, to return (all or the applicable portion) of the refund recovered from the Buyer and/or the Company plus (i) interest charged by the Governmental Entity on such refund; and (ii) reasonable costs and expenses imposed on the Buyer and/or the Company by a third-party as a result of such disallowance or reduction.

(iv) Transfer Taxes. The Buyer, the Company, the Sellers and the Sellers' Representative shall coordinate in the filing of all Tax Returns (including any other documentation) with respect to all transfer, documentation, sales, use, real estate, stamp, registration, title, recording and similar Taxes ("Transfer Taxes") incurred in connection with this Agreement or any transaction contemplated hereby and shall also cooperate to minimize or avoid any Transfer Taxes that might be imposed by obtaining any certificate or other document from any Taxing Authority or any other Person to the extent permitted by Law. All Transfer Taxes relating to the transactions contemplated by this Agreement (and related tax return preparation costs) shall be borne by the Buyer.

(v) Cooperation. Sellers, the Sellers' Representative and the Buyer shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the preparation and filing of Tax Returns, any audit or other examination by any Taxing Authority or any judicial or administrative proceedings relating to Taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. For six (6) years after the Closing, the Sellers and the Buyer shall retain all books and records with respect to Tax matters pertinent to the Company relating to any Pre-Closing Tax Period until the expiration of the applicable statute of limitations (and, to the extent notified by Buyer or the Sellers, any extensions thereof) of the respective Pre-Closing Tax Period, and to abide by all record retention agreements entered into with any Taxing Authority. The Party requesting cooperation shall pay the reasonable out-of-pocket costs of the other Party.

(vi) Stub Taxable Year. The Parties intend that the Company will join Buyer's consolidated tax group upon the acquisition, and, as a result, the current Tax year of the Company will end for federal income Tax purposes on the Closing Date.

(vii) Tax Audits. If any Taxing Authority issues written notice of its intent to audit, examine or conduct a Proceeding, a written notice of its determination of an objection to an assessment with respect to Taxes or Tax Returns of the Company for a Pre-Closing Tax Period or a Straddle Period, or a written notice or inquiry with respect to any Taxes or the filing of a Tax Return, in each case, with respect to Taxes for which Sellers are responsible pursuant to this Agreement (a "Tax Claim"), then the party hereto first receiving notice of such Tax Claim shall provide written notice thereof to the other party or parties hereto describing the claim, the amount thereof (if known or quantifiable) and the basis thereof within five (5) Business Days following receipt; provided, however, that the failure to provide such notice shall not relieve

the other party from any of its obligations under this Section 6(d) except to the extent that such other party is actually and materially prejudiced as a consequence of such failure. Buyer shall exclusively control any Tax Claim in respect of the Company; provided, that to the extent that any such Tax Claim relates to a Pre-Closing Tax Period or a Straddle Period (a "Pre-Closing Tax Claim"), (i) Buyer shall provide the Sellers' Representative with a timely and reasonably detailed account of each material phase of such Pre-Closing Tax Claim, (ii) Buyer shall consult with the Sellers' Representative before taking any significant action in connection with such Pre-Closing Tax Claim, (iii) Buyer shall consult with the Sellers' Representative and offer the Sellers' Representative an opportunity to comment before submitting any written materials prepared or furnished in connection with such Pre-Closing Tax Claim, (iv) Buyer shall defend such Pre-Closing Tax Claim diligently and in good faith, (v) Sellers' Representative, at its sole cost and expense, shall have the right to participate in such Pre-Closing Tax Claim and receive copies of any written materials relating to such Pre-Closing Tax Claim received from the relevant Taxing Authority, and (vi) Buyer shall not agree to settle such Pre-Closing Tax Claim without the written consent of the Sellers' Representative, which consent shall not be unreasonably withheld, conditioned or delayed; provided that, for the avoidance of doubt, the rights of the Sellers' Representative in this Section 6(d)(vii) shall not apply to any Tax Claim with respect to Taxes for which Sellers are not obligated to indemnify pursuant to Section 6(d)(ii)(B) of this Agreement.

(viii) Transaction Tax Deductions. Buyer will pay to Sellers' Representative (on behalf of Sellers) (to the account (or allocated among accounts) as designated by the Seller's Representative in writing) the amount of any federal and state income Tax benefit actually realized in a Post-Closing Tax Period or Post-Closing Straddle Period by the consolidated group that includes the Company or its Subsidiaries attributable to any Transaction Tax Deduction NOL within forty-five (45) days after the date the final U.S. federal income tax return for such taxable period is filed for each applicable year (the "Report Date"). A Tax benefit will be deemed actually realized in a taxable period for purposes of this Section 6(d)(viii) if there is an actual reduction in the U.S. federal income Tax liability of the consolidated group that includes the Company or its Subsidiaries in such taxable period attributable to the Transaction Tax Deduction NOL (determined on a "with and without basis"); provided that the Company and its Subsidiaries shall be deemed to recognize all other items of income, gain, loss, deduction or credit that the Company and its Subsidiaries are entitled to use under applicable Law before recognizing any Transaction Tax Deduction NOL; provided further that for purposes of this Section 6(d)(viii), the amount of Tax benefit actually realized by the Company or its Subsidiaries for state Tax purposes in any Tax year shall be deemed to equal 3.5% times the amount of the Transaction Tax Deduction NOL utilized in such Tax year. Notwithstanding anything in this Agreement to the contrary, no payments will be required to be made pursuant to this Section 6(d)(viii) with respect to any income Tax benefit attributable to the Transaction Tax Deduction NOL that is actually realized after the fifth anniversary of the Closing Date. For the avoidance of doubt, no payments shall be required to be made pursuant to this Section 6(d)(viii) with respect to any Tax benefit that is actually realized in, or reduces a Tax liability with respect to, a Pre-Closing Tax Period or a Pre-Closing Straddle Period. On each Report Date (whether or not a payment is due), Buyer shall submit to the Sellers' Representative a summary of the federal and state taxable income of the consolidated group that includes the Company or its Subsidiaries with and without taking into account the Transaction Tax Deduction NOL, together with a written statement by a senior tax officer of Buyer that such calculation is accurate and correct and in accordance with this section. In the event the Sellers' Representative disagrees with any of the calculations included in such summary, and such

disagreements cannot be resolved by the Sellers' Representative and the Buyer through direct good faith negotiation, the Sellers' Representative shall be permitted, at its sole cost and expense, to submit such calculation to tax experts of the Independent Accountants for verification as determined in accordance with this Agreement. Sellers' Representative and Buyer shall cooperate with the Independent Accountants in verifying such calculations and the determination of the Independent Accountants shall be conclusive and binding on the Parties only to the extent of the requirements of this Section 6(d), absent fraud or manifest error. Notwithstanding anything in this Agreement to the contrary (i) in the event that the Company and its Subsidiaries utilize in a Tax year the maximum amount of the Transaction Tax Deduction NOL that is permitted to be utilized in such Tax year for U.S. federal income tax purposes taking into account the application of Section 382 of the Code, then the Buyer shall not be required to provide any information to any Person pursuant to this Section 6(d)(viii) with respect to such Tax year other than its determination of the annual limitation pursuant to Section 382 of the Code for U.S. federal income tax purposes and (ii) the Buyer shall not be required by this Agreement to make available to any Person any Tax Return of the consolidated group that includes the Company and its Subsidiaries following the Closing or any related workpapers or other Tax information that reflects the income of any Affiliate of Buyer other than the Company and its Subsidiaries.

(ix) Tax Disputes. Notwithstanding any other provision of this Agreement, any dispute, controversy or claim arising out of or relating to this Section 6(d) (a "Tax Dispute") that the Buyer and the Sellers' Representative through reasonable best efforts are not able to resolve through direct good-faith negotiation, shall be resolved in accordance with the procedures set forth in this Section 6(d)(ix). If there has been no resolution of the Tax Dispute after direct negotiation, then any party may seek resolution of the Tax Dispute through binding arbitration administered by tax experts of the Independent Accountants. The place of the arbitration shall be New York, New York and the arbitration shall be conducted in the English language. The Independent Accountants shall be instructed to resolve the Tax Dispute and such resolution shall be (A) set forth in writing and signed by the Independent Accountants, (B) delivered to each party involved in the Tax Dispute as soon as practicable after the Tax Dispute is submitted to the Independent Accountants but no later than the fifteenth (15th) day after the Independent Accountants are instructed to resolve the Tax Dispute, (C) made in accordance with this Agreement, and (D) final, binding and conclusive on the parties involved in the Tax Dispute on the date of delivery of such resolution. The Independent Accountants shall only be authorized on any one issue to decide in favor of and choose the position of either of the parties involved in the Tax Dispute or to decide upon a compromise position between the ranges presented by the parties to the Independent Accountants. The Independent Accountants shall base its decision solely upon the presentations of the parties to the Independent Accountants at a hearing held before the Independent Accountants and upon any materials made available by either party and not upon independent review. The fees and expenses of the Independent Accountants shall be borne equally by Sellers' Representative, on the one hand, and the Buyer, on the other hand. Buyer and the Sellers' Representative shall keep the decision of the Independent Accountants confidential, except to the extent required by Law or pursuant to disclosure of Tax Returns. This Section 6(d)(ix) shall not apply to a Tax Dispute related to the calculations set forth in Section 6(d)(viii), which shall be resolved as provided therein.

(x) Treatment of Payments. Any payments made between the Buyer, on the one hand, and the Sellers, on the other hand, shall be treated by the Parties as an adjustment to the Purchase Price for all Tax purposes, unless otherwise required by Law.

(xi) Overlap. Any claims for Taxes shall be governed exclusively by this Section 6(d) unless otherwise explicitly provided in this Section 6(d).

(e) Director and Officer Liability and Indemnification.

(i) For a period of six years after the Closing Date, Buyer shall cause the Company and its Subsidiaries to exculpate (to the greatest extent permitted by applicable Law) and indemnify, defend and hold harmless each of the directors, managers and officers of the Company and each of its Subsidiaries (each of them acting in such capacity at or prior to the Closing) against all Adverse Consequences arising out of any violations or alleged violations of fiduciary duties of care or loyalty or other fiduciary duties to the Company or any of its Subsidiaries in their capacities as officers, directors or managers of the Company or any of its Subsidiaries occurring at or prior to the Closing Date to the fullest extent permitted under applicable law.

(ii) For a period of at least six (6) years commencing from the Closing Date, Buyer shall cause the Company and its Subsidiaries to pay for officers' and directors' liability insurance covering the Persons who are, as of and prior to the Closing Date, covered by the officers' and directors' liability insurance policies of the Company and/or its Subsidiaries with respect to actions and omissions occurring prior to and on the Closing Date, on terms which are no less favorable to such Persons than the terms of such current insurance in effect for the Company and/or its Subsidiaries as of the date hereof; provided, however, that if such officers' and directors' liability insurance is not available at an aggregate cost for the full six (6)-year period not to exceed 200% of the last annual premium paid by the Company for such insurance prior to the date of this Agreement (the "Insurance Cap"), Buyer shall be required to obtain and cause the Company to maintain that amount of directors' and officers' insurance providing for the maximum coverage that shall then be obtainable under substantially similar policies for an aggregate premium equal to the Insurance Cap, and shall permit the Sellers' Representative, on behalf of the Sellers, to pay amounts in excess of the Insurance Cap to maintain the existing coverage.

(iii) The provisions of this Section 6(e) are intended to be for the benefit of, and will be enforceable by, each such Person entitled to indemnification under this Section 6(e), his or her heirs and his or her representatives, and the obligations of Buyer and the Company under this Section 6(e) shall not be terminated or modified in such manner as to adversely affect any such Person to whom this Section 6(e) applies without the consent of the Seller Representative, which consent shall not be unreasonably withheld, delayed or conditioned.

(iv) In the event Buyer, the Company or any of their respective successors or assigns (A) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity in such consolidation or merger or (B) transfers all or substantially all of its properties and assets to any Person, then, and in either such case, proper provision shall be made so that the successors and assigns of Buyer or the Company, as the case may be, shall assume all of the obligations set forth in this Section 6(e).

(f) Non-Solicitation; Non-Compete.

(i) During the Restricted Period, the Restricted Party agrees that it shall not, and shall cause its Affiliates not to, anywhere within the United States of America, directly or indirectly, hire, retain or attempt to hire or retain any employee of the Company or its Subsidiaries, or in any way interfere with the relationship between the Company or any of the Subsidiaries, on the one hand, and any of their respective employees, on the other hand; provided, that the foregoing will not prohibit the Restricted Party or any of its Affiliates from (A) making general solicitations of employment (including through advertisements and employment agencies) that are not targeted at such employees, and from hiring any such Person as a result of such generalized searches or (B) soliciting or hiring any Person whose employment with the Company or its Subsidiaries has been terminated for at least twelve (12) months prior to the commencement of any such solicitation or employment discussions.

(ii) During the Restricted Period, the Restricted Party agrees that it shall not, and shall cause its Affiliates not to, directly or indirectly, engage in the ownership, management, conduct, operation or control of, or otherwise be involved in (including by acquiring an equity interest in, debt or a portion of the assets, rights or properties of, or by forming a joint venture or partnership with, or by providing any loan or other financial assistance to), any of the Persons listed on Section 6(f)(ii) of the Disclosure Schedule (a "Competitive Business"); provided, that this Section 6(f)(ii) shall not prohibit the Restricted Party or its Affiliates from making passive equity investments of less than five percent (5%) of the outstanding equity securities that are traded on a securities exchange, or any interest exchangeable or convertible into or providing the right to receive equity securities representing less than five percent (5%) of such outstanding equity securities, of any company which conducts a Competitive Business.

(iii) During the Restricted Period, the Restricted Party agrees that it shall not, and shall cause its Affiliates not to, make any statements, orally or in writing, directly or indirectly, about Buyer or its Affiliates or its and its Affiliates' directors, officers or employees (in their capacities as such) that are false, defamatory, disparaging or reasonably likely to harm Buyer, its business interests or reputation, or the reputation of any of Buyer's Affiliates or Buyer's and its Affiliates' directors, officers or employees (in their capacities as such).

(iv) Buyer, on the one hand, and the Restricted Party, on the other hand, agree that the duration and geographic scope of the restrictions set forth in Section 6(f)(i) and Section 6(f)(ii) are fair, reasonable and necessary to protect the legitimate business interests of Buyer and the goodwill of the Company and its Subsidiaries. In the event that any court determines that the duration or geographic scope, or both, are unreasonable and that such provision is to that extent unenforceable, the Restricted Party agrees that the provision shall remain in full force and effect for the greatest time period and in the greatest area that would not render it unenforceable.

(v) The Restricted Party acknowledges that a remedy at Law for any breach or attempted breach of this Section 6(f) may be inadequate and further agrees that any breach of this Section 6(f) may result in irreparable harm to Buyer, the Company or any of its Subsidiaries, and Buyer may, in addition to any other remedy that may be available to it, be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach.

(g) Confidentiality. Each Seller shall, from and after the Closing Date, and shall cause each of its Affiliates and its and their respective representatives (acting in their capacities as such) to, treat the Confidential Information as strictly confidentially, including, for the avoidance of doubt, by not providing any Confidential Information to anyone except for such Seller's third party attorneys and accountants who need to know such Confidential Information. If such Seller or any of its representatives are requested or required by applicable Law, to disclose any Confidential Information in order to comply with any applicable Law, then, prior to any such disclosure, to the extent permitted by applicable Law, such Seller will promptly notify Buyer and provide Buyer with a list of Confidential Information the person so compelled intends to disclose (and, if applicable, the text of the disclosure language itself). Buyer may, at its own expense, undertake to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information, and the person being compelled to disclose will provide all reasonable assistance to Buyer to obtain such order, at Buyer's expense. In the event that such protective order or other remedy is not obtained by the time the Confidential Information is required to be disclosed, or Buyer waives compliance with the provisions hereof, the person so compelled to disclose the Confidential Information may disclose only such portion of the Confidential Information to the party compelling disclosure that counsel has advised is required to be disclosed, and will use commercially reasonable efforts to obtain assurances that confidential treatment will be accorded such Confidential Information.

(h) Code Section 280G. If required to avoid the imposition of Taxes under Code Section 4999 or the loss of a deduction to the Company or any of its Subsidiaries under Code Section 280G, in each case, with respect to any payment or benefit arising in connection with the transactions contemplated by this Agreement, prior to the Closing, the Company shall (A) use commercially reasonable efforts to obtain a waiver from each "disqualified individual" (within the meaning of Code Section 280G(c)) entitled to receive a payment that is reasonably expected to be a "parachute payment" (within the meaning of Code Section 280G(b)(2)) in connection with the transactions contemplated by this Agreement of his or her right to receive such payments and/or benefits constituting parachute payments (the "Waived 280G Benefits") and (B) cause the Company to deliver to all stockholders who are entitled to vote, prior to such vote, an adequate written disclosure statement that complies with Code Section 280G(b)(5)(B) and the Treasury Regulations thereunder, and which solicits approval by all stockholders entitled to vote ("280G Stockholder Approval"), in a manner that complies with Code Section 280G(b)(5)(B) and the Treasury Regulations thereunder, of the right of any "disqualified individual" to receive or retain any payments that would reasonably be expected, in the absence of such approval by such stockholders, to constitute "parachute payments." As soon as reasonably practicable following the date hereof, the Company shall send to Buyer the parachute payment calculations prepared by the Company and/or its advisors. Additionally, prior to obtaining the Section 280G waivers, and prior to seeking the 280G Stockholder Approval, Sellers or the Company shall provide drafts of such waivers and such 280G Stockholder Approval materials to Buyer for its review and comment. At least one (1) Business Day prior to the Closing Date, Sellers or the Company shall deliver to Buyer evidence that a vote of the Company's stockholders who are entitled to vote was solicited in accordance with the foregoing provisions of this Section 6(h) and that either (x) the requisite number of stockholder votes was obtained with respect to the Waived 280G Benefits or (y) the 280G Stockholder Approval was not obtained.

7. Conditions to Obligation to Close.

(a) Conditions to Buyer's Obligation. Buyer's obligation to consummate the transactions to be performed by it hereunder is subject to satisfaction of the following conditions on the Closing Date:

(i) (A) the representations and warranties of Sellers set forth in Section 3(a)(i), Section 3(a)(ii), Section 3(a)(iv) and Section 3(a)(v) above and the representations and warranties of the Company set forth in Section 4(a), Section 4(b), Section 4(c), Section 4(e), and Section 4(g) above shall be true and correct in all respects (except for *de minimis* inaccuracies) at and as of the date of this Agreement and the Closing Date, with the same force and effect as if made on and as of such date (except for representations and warranties which relate to any other specific date, the accuracy of which shall be determined on and as of that specified date); (B) the representations and warranties of the Company set forth in the first sentence of Section 4(i) above shall be true and correct in all respects at and as of the date of this Agreement and the Closing Date with the same force and effect as if made on and as of such date; and (C) all other representations and warranties of Sellers set forth in Section 3(a) above and of the Company set forth in Section 4 above shall be true and correct in all respects at and as of the date of this Agreement and the Closing Date (without giving effect to any "material", "materiality" or "Material Adverse Effect" qualification contained in such representation and warranty) with the same force and effect as if made on and as of such date (except for representations and warranties which relate to any other a specific date, the accuracy of which shall be determined on and as of that specified date), except where the failure to be so true and correct has not had, or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(ii) Sellers and the Company shall have performed and complied with all of their respective covenants hereunder in all material respects through the Closing;

(iii) Since the date of this Agreement, there has not been any event, development, effect, condition or change that, individually or in the aggregate, has had or would reasonably be expected to have, a Material Adverse Effect;

(iv) Buyer shall have received (A) an officer's certificate signed by a duly authorized officer of the Company to the effect that the conditions set forth in Section 7(a)(i), Section 7(a)(ii) and Section 7(a)(iii) have been satisfied with respect to the Company and (B) an officer's certificate signed by each Seller to the effect that the conditions set forth in Section 7(a)(i) and Section 7(a)(ii) have been satisfied with respect to such Seller;

(v) there shall not be any Law or Order in effect preventing consummation of any of the transactions contemplated by this Agreement;

(vi) all applicable waiting periods (and any extensions thereof) under the Hart-Scott-Rodino Act shall have expired or otherwise been terminated;

(vii) each Related Party Contract (other than those Contracts set forth in Section 5(g) of the Disclosure Schedule) shall have been terminated with no continuing liability to the Company or any of its Subsidiaries;

(viii) Sellers' Representative and the Company shall have delivered all items set forth in Section 2(d) for which they are obligated to deliver; and

(ix) Buyer shall have received, at least three (3) Business Days prior to the Closing Date, copies of customary payoff letters and release documentation, which shall include, or include specific authorization to prepare and file, UCC-3 termination statements (or any other applicable termination statement) terminating all security interests prior to, or simultaneously with, the Closing, in form and substance reasonably satisfactory to Buyer, in respect of each item of the Funded Indebtedness set forth on Section 7(a)(ix) of the Disclosure Schedule (the "Debt Payoff Letters").

Buyer may waive any condition specified in this Section 7(a) if it executes a writing so stating at or prior to the Closing.

(b) Conditions to Sellers' Obligation. Sellers' obligation to consummate the transactions to be performed by them hereunder is subject to satisfaction of the following conditions on the Closing Date:

(i) (A) the representations and warranties of Buyer set forth in Section 3(b)(i), Section 3(b)(ii), and Section 3(b)(iv) above shall be true and correct in all material respects at and as of the date of this Agreement and the Closing Date with the same force and effect as if made on and as of such date (except for representations and warranties which relate to any other specific date, the accuracy of which shall be determined on and as of that specified date), and (B) all other representations and warranties of Buyer set forth in Section 3(b) above shall be true and correct in all respects at and as of the date of this Agreement and the Closing Date (without giving effect to any "material" or "materiality" qualification contained in such representation and warranty) with the same force and effect as if made on and as of such date (except for representations and warranties which relate to any other specific date, the accuracy of which shall be determined on and as of that specified date), except where the failure to be so true and correct has not had, or would not reasonably be expected to have, a material and adverse impact on the ability of Buyer to timely consummate the transactions contemplated hereby;

(ii) Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;

(iii) Sellers' Representative shall have received an officer's certificate signed by a duly authorized officer of Buyer to the effect that the conditions set forth in Section 7(b)(i) and Section 7(b)(ii) have been satisfied;

(iv) all applicable waiting periods (and any extensions thereof) under the Hart-Scott-Rodino Act shall have expired or otherwise been terminated;

(v) there shall not be any Law or Order in effect preventing consummation of any of the transactions contemplated by this Agreement;

(vi) Buyer shall have satisfied the payment obligations specified in Section 2(b) above, and directed the Company to pay the aggregate Option Cancellation Payments pursuant to Section 2(f)(ii); and

(vii) Buyer shall have delivered all items set forth in Section 2(d) for which Buyer is obligated to deliver.

Sellers' Representative may waive any condition specified in this Section 7(b) on behalf of Sellers if Sellers' Representative executes a writing so stating at or prior to the Closing.

8. Termination.

(a) Termination of Agreement. Certain of the Parties may terminate this Agreement as provided below:

(i) Buyer and Sellers' Representative may terminate this Agreement by mutual written consent at any time prior to the Closing;

(ii) Buyer or Sellers' Representative may terminate this Agreement by giving written notice to the other party at any time prior to the Closing if the Closing shall not have been consummated on or before September 8, 2019 (provided, that if the Marketing Period has not fully elapsed on or prior to August 17, 2019 and commences on either September 3, 2019 or September 4, 2019, such date shall instead be September 27, 2019) (the "Outside Date"), unless extended by written agreement of Buyer and Sellers' Representative; provided, however, that the right to terminate this Agreement under this Section 8(a)(ii) shall not be available to any party whose failure to fulfill any material obligation under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or prior to such date.

(iii) Sellers' Representative may terminate this Agreement by giving written notice to Buyer at any time prior to the Closing if there has been a breach of any representation, warranty or covenant made by the Buyer in this Agreement, or if any of the representations or warranties made by Buyer has become inaccurate, such that the conditions in Section 7(b) are not capable of being satisfied due to such breach or inaccuracy and, to the extent such breach or inaccuracy is curable, which has not been cured by Buyer prior to the earlier of (A) 30 days after receipt of written notice from Sellers' Representative requesting such breach or inaccuracy to be cured and (B) one Business Day prior to the Outside Date; provided that the right to terminate this Agreement pursuant to this Section 8(a)(iii) shall not be available to Sellers' Representative if the failure of any Seller or of the Company to fulfill any of its material obligations under this Agreement has been the primary cause of, or resulted in, such breach;

(iv) Buyer may terminate this Agreement by giving written notice to Sellers' Representative at any time prior to the Closing if there has been a breach of any representation, warranty or covenant made by any Seller or the Company in this Agreement, or if any of the representations or warranties made by any Seller or the Company has become inaccurate, such that the conditions in Section 7(a) are not capable of being satisfied due to such breach or inaccuracy and, to the extent such breach or inaccuracy is curable, which has not been cured by Sellers or the Company prior to the earlier of (A) 30 days after receipt of written notice from Buyer requesting such breach or inaccuracy to be cured and (B) one Business Day prior to the Outside Date; provided that the right to terminate this Agreement pursuant to this Section 8(a)(iv) shall not be available to Buyer if the failure of Buyer to fulfill any of its material obligations under this Agreement has been the primary cause of, or resulted in, such breach;

(v) Buyer or Sellers' Representative may terminate this Agreement by giving written notice to the other party at any time prior to the Closing if a Law or an Order shall have been issued permanently restraining or enjoining the transactions contemplated by this Agreement, and such Law or Order shall have become final and non-appealable; and

(b) Effect of Termination. If any Party terminates this Agreement pursuant to Section 8(a) above, all rights and obligations of the Parties hereunder shall terminate without any liability of any Party (or any Financing Source, stockholder, equityholder, director, officer, employee, agent, consultant, representative or Affiliate of such Party) to any other Person; provided, however, that Section 1, Section 5(j)(iv), Section 5(j)(v), this Section 8(b), Section 9 (other than Section 9(o) through Section 9(s)) and the Confidentiality Agreement shall survive such termination. In addition, without modifying or qualifying in any way the preceding sentence or implying any intent contrary thereto, the Company hereby waives any rights or claims against the Financing Sources and hereby agree that in no event shall the Financing Sources have any liability or obligation to the Company or any of its Subsidiaries and in no event shall the Company seek or obtain any other damages of any kind against any Financing Source (including consequential, special, indirect or punitive damages), in each case, relating to or arising out of this Agreement, the Financing or the transactions contemplated hereby or thereby. Notwithstanding anything to the contrary contained herein, termination of this Agreement pursuant to Section 8(a) shall not release any Party from any liability or damages arising out of such Party's fraud or Willful Breach of the terms and provisions of this Agreement prior to such termination.

9. Miscellaneous.

(a) Press Releases and Public Announcements. No Party shall issue any public release or announcement about the transactions contemplated by this Agreement without the prior written consent of Buyer and Sellers' Representative, except as such public release or announcement may be required by applicable law or the rules or regulations of any United States or foreign securities exchange, in which case the issuing Party will allow Buyer and Sellers' Representative reasonable time to comment to the extent such press release or announcement relates to the transactions contemplated by this Agreement in advance of such issuance; provided, however, that each Party or its Affiliates may (i) make customary announcements to its employees, or (ii) except with respect to an initial press release or announcement about the transactions contemplated by this Agreement, which shall be mutually agreed by the Parties to the extent such press release or announcement relates to the transactions contemplated by this Agreement, issue press releases or make filings consistent with past practice if such Party reasonably determines in good faith that such announcement is necessary or advisable in connection with the transactions contemplated hereby. For the avoidance of doubt, disclosures resulting from the Parties' efforts to obtain approval or early termination under the Hart-Scott-Rodino Act and to make any related filings shall not be deemed to violate this Agreement.

(b) No Third-Party Beneficiaries. Except as set forth in Section 6(e)(iii) and except for the Nonparty Affiliates in respect of Section 9(q)(ii), the Seller Releasees in respect of Section 9(q)(iii) and the Buyer Releasees in respect of Section 9(q)(iv), this Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns. In addition to and notwithstanding the foregoing, the Financing Sources shall be third party beneficiaries of, and shall be entitled to enforce the provisions of Section 8(b), this Section 9(b), Section 9(h), Section 9(i), Section 9(j) and Section 9(q)(ii).

(c) Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. No Party may assign either this Agreement or any of such Party's rights, interests, or obligations hereunder without the prior written approval of Buyer and Sellers' Representative; provided, that (i) Buyer may assign any or all of its rights and obligations hereunder to one or more of its Affiliates and (ii) Buyer may assign any or all of its rights, interests and obligations to any Financing Source as collateral in connection with the financing of the transactions contemplated hereby and such Financing Source may exercise all of the rights and remedies of Buyer hereunder in connection with the enforcement of any security or exercise of any remedies to the extent permitted under the financing documentation, in each case, without the prior written consent of the Company, the Sellers or the Sellers' Representative (provided that no such assignment shall relieve Buyer of any of its obligations hereunder).

(e) Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or other electronic transmission, including .pdf, DocuSign or similar format), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) one Business Day after being sent to the recipient by facsimile, e-mail or other electronically scanned transmission, or (iv) four Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to the Company at any time prior to Closing, Sellers or Sellers' Representative to:

Compass Group Diversified Holdings LLC
301 Riverside Avenue
Second Floor
Westport, Connecticut 06880
Facsimile: (203) 221-8253
Attention: Demetrios P. Dounis
Email: ddounis@compassequity.com

and

Attention: Carrie W. Ryan
Email: cryan@compassequity.com

Copy (which shall not constitute notice) sent contemporaneously to:

Squire Patton Boggs (US) LLP
201 E. Fourth Street, Suite 1900
Cincinnati, Ohio 45202
E-mail: toby.merchant@squirepb.com
Facsimile: (513) 361-1201
Attention: Toby D. Merchant, Esq.

If to Buyer or to the Company at any time after Closing to:

Calrissian Holdings, LLC
c/o Harsco Corporation
350 Poplar Church Road
Camp Hill, Pennsylvania 17011
E-mail: rhochman@harsco.com
Facsimile: (717) 265-8144
Attention: Russell Hochman, Esq.

Copy (which shall not constitute notice) sent contemporaneously to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
E-mail: mponce@stblaw.com
stiller@stblaw.com
Facsimile: (212) 455-2502
Attention: Mario Ponce, Esq.
Sebastian Tiller, Esq.

Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

(h) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EACH OF THE PARTIES HERETO (ON BEHALF OF ITSELF AND ITS AFFILIATES) AGREES THAT ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND OR NATURE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) INVOLVING A FINANCING SOURCE THAT IS IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THE FINANCING OR THE COMMITMENT LETTER) SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(i) SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

(i) EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF (A) THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY AND (B) THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY, INCLUDING AGAINST THE FINANCING SOURCES IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THE FINANCING OR THE COMMITMENT LETTER) AND AGREES THAT ALL CLAIMS IN RESPECT OF THE SUIT, ACTION OR OTHER PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. EACH PARTY AGREES, AND SHALL CAUSE ITS AFFILIATES, TO COMMENCE ANY SUCH SUIT, ACTION OR OTHER PROCEEDING EITHER IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK OR IF SUCH SUIT, ACTION OR OTHER PROCEEDING MAY NOT BE BROUGHT IN SUCH COURT FOR JURISDICTIONAL REASONS, IN THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY. EACH PARTY WAIVES ANY DEFENSE OF IMPROPER VENUE OR INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING SO BROUGHT AND WAIVES ANY BOND, SURETY, OR OTHER SECURITY THAT MIGHT BE REQUIRED OF ANY OTHER PARTY WITH RESPECT THERETO. ANY PARTY MAY MAKE SERVICE ON ANY OTHER PARTY BY SENDING OR DELIVERING A COPY OF THE PROCESS TO THE PARTY TO BE SERVED AT THE ADDRESS AND IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN SECTION 9(g) ABOVE. NOTHING IN THIS SECTION 9(i), HOWEVER, SHALL AFFECT THE RIGHT OF ANY

PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AT EQUITY. EACH PARTY AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING SO BROUGHT SHALL BE CONCLUSIVE AND MAY BE ENFORCED BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW OR AT EQUITY.

(ii) EACH PARTY HERETO (ON BEHALF OF ITSELF AND ITS AFFILIATES) AGREES THAT IT WILL NOT BRING OR SUPPORT ANY PROCEEDING AGAINST THE FINANCING SOURCES IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT (INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THE FINANCING OR THE COMMITMENT LETTER) IN ANY FORUM OTHER THAN THE SUPREME COURT OF THE STATE OF NEW YORK, OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN NEW YORK COUNTY (AND APPELLATE COURTS THEREOF).

(iii) EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING ARISING OUT OF OR RELATING IN ANY WAY TO THE FINANCING, INCLUDING IN ANY ACTION, PROCEEDING OR COUNTERCLAIM AGAINST ANY FINANCING SOURCE). EACH OF THE PARTIES (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (II) ACKNOWLEDGES THAT SUCH OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

(iv) This Section 9(i) shall not apply to any dispute under Section 2(e) that is required to be decided by the Independent Accountants.

(j) Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Sellers' Representative; provided, however, that notwithstanding the foregoing the Company may update Schedule I as necessary immediately prior to the Closing without the consent of Buyer. No waiver by any Party of any provision of this Agreement or any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, or in the case of each Seller, by Sellers' Representative on behalf of such Seller, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. Notwithstanding anything else to the contrary herein, the provisions set forth in Section 8(b), Section 9(b), Section 9(h), Section 9(i), this Section 9(j) and Section 9(q)(ii), in each case, may not be amended, modified or altered in any manner materially adverse to the Financing Sources in any respect without the prior written consent of such Financing Sources.

(k) Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

(l) Expenses. Except as otherwise provided in this Agreement, Buyer, each Seller and the Company and its Subsidiaries will bear his, her, or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby, whether or not the Closing shall have occurred.

(m) Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean "including, without limitation". All monetary figures shall be in U.S. dollars unless otherwise specified. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other theory extends and such phrase shall not mean "if." The word "or" is not exclusive. Whenever the phrase "made available," "delivered" or words of similar import are used in reference to a document, it shall mean the document was delivered to Buyer or its representatives, or made available for viewing by Buyer or its representatives in the "Calrissian" electronic data room hosted by Merrill Corporation as that site existed, as of 5:00 P.M. New York time at least two Business Days immediately prior to the date of this Agreement. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded.

(n) Incorporation of Exhibits, Annexes, and Schedules. The Exhibits, Annexes, and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

(o) Legal Representation. Buyer, on behalf of itself and its Affiliates (including, after the Closing, the Company and its Subsidiaries), acknowledges and agrees that Squire Patton Boggs (US) LLP ("SPB") may have acted as counsel for Compass Diversified Holdings ("CDH"), Sellers' Representative, the Company and/or their respective Affiliates in certain matters for several years and that, from and after the Closing, CDH and Sellers' Representative reasonably anticipate that SPB will continue to represent them and/or such other parties (other than the Company and its Subsidiaries) in future matters. Accordingly, Buyer, on behalf of itself and its Affiliates (including, after the Closing, the Company and its Subsidiaries), expressly: (a) consents to SPB's representation of CDH and Sellers' Representative and/or their Affiliates (excluding the Company and its Subsidiaries) in any post-Closing matter arising out of this Agreement and the transactions contemplated hereby in which the interests of Buyer, the

Company or any of its Subsidiaries, on the one hand, and CDH and Sellers' Representative or their Affiliates, on the other hand, are adverse; and (b) in connection with such representation, consents to the disclosure by SPB to CDH and Sellers' Representative or their Affiliates of any information learned by SPB in the course of its representation of CDH, Sellers' Representative, the Company or their respective Affiliates prior to the Closing. Furthermore, Buyer, on behalf of itself and its Affiliates (including, after the Closing, the Company and its Subsidiaries), irrevocably waives any right it may have to discover or obtain information or documentation relating to the representation of CDH or Sellers' Representative and/or their Affiliates by SPB in the transactions contemplated hereby prior to the Closing, to the extent that such information or documentation was privileged as to CDH or Sellers' Representative and/or their Affiliates. Upon and after the Closing, the Company and its Subsidiaries shall cease to have any attorney-client relationship with SPB, unless and to the extent SPB is specifically engaged in writing by the Company or any of its Subsidiaries to represent such Person after the Closing and such engagement either (i) involves no conflict of interest with respect to CDH or Sellers' Representative and/or their Affiliates or (ii) CDH and Sellers' Representative and/or their Affiliates, as applicable, consents in writing at the time to such engagement. Any such representation by SPB after the Closing shall not affect the foregoing provisions hereof.

(p) Specific Performance.

(i) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that an award of money damages would be inadequate in such event. Accordingly, it is acknowledged that the Parties hereto and the third party beneficiaries of this Agreement shall, unless this Agreement has been terminated in accordance with its terms, be entitled to seek equitable relief, without proof of actual damages, including an injunction or injunctions or Orders for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including any Order sought by any Party to cause any other Party to perform its agreements and covenants contained in this Agreement), in addition to any other remedy to which they are entitled at law or in equity as a remedy for any such breach. Each Party further agrees that no other Party hereto or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 9(p), and each Party hereto irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument. Each Party hereto further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach of this Agreement or that equitable relief is not available under this Section 9(p).

(ii) The Parties hereto agree that (i) by seeking the remedies provided for in this Section 9(p), a Party shall not in any respect waive its right to seek at any time any other form of relief that may be available to a Party under this Agreement and (ii) nothing set forth in this Section 9(p) shall require any party hereto to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 9(p) prior or as a condition to exercising any termination right under Section 8 (and pursuing monetary damages, subject to the limitations set forth in this Agreement, after such termination), nor shall the commencement of any legal proceeding pursuant to this Section 9(p) or anything set forth in this Section 9(p) restrict or limit any party's right to terminate this Agreement in accordance with the terms of Section 8 or pursue any other remedies under this Agreement that may be available then or thereafter.

(q) Remedies; Release.

(i) Except for claims for specific performance or other injunctive relief pursuant to Section 9(p) or in the case of fraud, the Parties acknowledge and agree that the sole and exclusive remedy of Buyer and the Company (after the Closing) with respect to claims arising under or as a result of any breach of a representation or warranty under this Agreement shall be under the Representation and Warranty Insurance Policy. For the avoidance of doubt, nothing in this Section 9(q) shall affect or otherwise interfere with Buyer's rights under the Representation and Warranty Insurance Policy.

(ii) Except to the extent otherwise set forth in the Confidentiality Agreement, all claims, obligations, liabilities, or causes of action (whether in contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and such representations and warranties are those solely of) the Persons that are expressly identified as parties in the preamble to this Agreement (the "Contracting Parties"). No Person who is not a Contracting Party (including any Financing Source), including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, representative or assignee of any Contracting Party, or any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, representative or assignee of any of the foregoing (collectively, the "Nonparty Affiliates"), shall have any liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or liabilities arising under, out of, in connection with, or related in any manner to this Agreement, or based on, in respect of, or by reason of this Agreement or its negotiation, execution, performance, or breach (other than as set forth in the Confidentiality Agreement) (including the Commitment Letter and the Financing), and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, except to the extent otherwise set forth in the Confidentiality Agreement, each Contracting Party disclaims any reliance upon any Nonparty Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. Notwithstanding anything to the contrary in this Agreement, nothing in this Section 9(q)(ii) or otherwise shall limit the right of any Party to bring any claim or cause of action against any Person (including any Nonparty Affiliate) arising out of fraud. In furtherance and not in limitation of the foregoing release, it is acknowledged and agreed that no Financing Source shall have any liability for any claims or damages to the Company in connection with this Agreement, the Commitment Letter, the Financing or the transactions contemplated hereby or thereby, and in no event shall any Financing Source have any liability in connection with the Confidentiality Agreement.

(iii) Without limiting anything set forth in Section 9(q)(ii), effective as of the Closing, Buyer, on behalf of itself and its Affiliates (including the Company and its Subsidiaries) and each of their respective successors and assigns (each, a "Buyer Releasor"), hereby releases, acquits and forever discharges, to the fullest extent permitted by applicable Law, each of the Sellers, the Sellers' Representative and the Company (prior to Closing) and each of their respective past, present or future officers, managers, directors, equityholders, partners, members, Affiliates, employees, counsel and agents (each, a "Seller Releasee") (in each case, solely in their respective capacities as past, present or future officers, managers, directors, equityholders, partners, members, Affiliates, employees, counsel and agents of the Sellers, the Sellers' Representative and the Company (prior to Closing)) of, from and against any and all Adverse Consequences, causes of action, claims, demands, damages, judgments, debts, dues and suits of every kind, nature and description whatsoever, which the Buyer Releasors ever had, now have or may have, on or by reason of any matter, cause or thing whatsoever through the Closing Date. Each Buyer Releasor agrees not to assert any claim against the Seller Releasees that are released hereunder. Notwithstanding the foregoing, each Buyer Releasor shall retain and does not release (i) its rights and interests under the terms and conditions of this Agreement, the Ancillary Agreements and the Confidentiality Agreement, (ii) its rights, claims, demands, actions or causes of action or Adverse Consequences in respect of any other Contract to which such Seller Releasee is a party and under which such Seller Releasee has ongoing liabilities or obligations to any of the Buyer Releasors at or after the Closing, in each case of the foregoing clauses (i) and (ii) only to the extent set forth herein or therein or (iii) any Seller Releasee with respect to any such Adverse Consequences, causes of action, claims, demands, damages, judgments, debts, dues and suits of every kind to the extent arising out of such Seller Releasee's fraud.

(iv) Without limiting anything set forth in Section 9(q)(ii), effective as of the Closing, each Seller, on behalf of itself and its Affiliates (excluding the Company and its Subsidiaries), and each of their respective successors and assigns (each, a "Seller Releasor"), hereby releases, acquits and forever discharges, to the fullest extent permitted by applicable Law, each of Buyer, the Company, the Company's Subsidiaries and each of their respective past, present or future officers, managers, directors, equityholders, partners, members, Affiliates, employees, counsel and agents (each, a "Buyer Releasee") (in each case, solely in their respective capacities as past, present or future officers, managers, directors, equityholders, partners, members, Affiliates, employees, counsel and agents of Buyer, the Company and its Subsidiaries) of, from and against any and all Adverse Consequences, causes of action, claims, demands, damages, judgments, debts, dues and suits of every kind, nature and description whatsoever, which the Seller Releasors ever had, now have or may have, on or by reason of owning any Shares, Options or other equity interests of the Company or any of its Subsidiaries through the Closing Date. Each Seller Releasor agrees not to assert any claim against the Buyer Releasees that are released hereunder. Notwithstanding the foregoing, each Seller Releasor shall retain and does not release (i) its rights and interests under the terms and conditions of this Agreement, the Ancillary Agreements and the Confidentiality Agreement or (ii) any Buyer Releasee with respect to any such Adverse Consequences, causes of action, claims, demands, damages, judgments, debts, dues and suits of every kind to the extent arising out of such Buyer Releasee's fraud.

(v) Notwithstanding anything contained in this Section 9(q) or otherwise provided for in this Agreement, the insurer under the Representation and Warranty Insurance Policy shall have no right of subrogation against any of the Sellers except the right to proceed against a Seller for monetary damages caused by the fraud of such Seller in its capacity as such for the duration set forth in the Representation and Warranty Insurance Policy. For the purposes of this Section 9(q), in no event shall the fraud of any Seller be imputed to any other Seller.

(r) Guaranty. Guarantor hereby acknowledges and agrees that it is executing this Agreement to guaranty the prompt and complete payment by Buyer to Sellers and performance of the obligations of the Buyer under this Agreement and each Ancillary Agreement. Guarantor hereby irrevocably, absolutely and unconditionally guarantees, as a primary obligation, that the Buyer shall fully, completely and timely pay and perform each and every one of its obligations. Guarantor's guarantee set forth in this Section 9(r) (the "Guaranty") is one of payment, not collection, and a separate Proceeding or Proceedings to enforce the Guaranty may be brought and prosecuted against Guarantor irrespective of whether any Proceeding is brought against the Buyer or any other Person or whether the Buyer and/or any other Person is joined in any such Proceeding or Proceedings. The liability of Guarantor under the Guaranty shall, to the fullest extent permitted under applicable Law, be absolute and unconditional, irrespective of: (i) the validity, legality or enforceability of this Agreement against the Buyer; (ii) any release or discharge of any obligation of the Buyer under this Agreement resulting from any change in the corporate existence, structure or ownership of the Buyer, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Buyer or any of its assets; (iii) any amendment or modification of this Agreement, or any change in the manner, place or terms of payment or performance of any obligation of the Buyer under this Agreement, or any change or extension of the time of payment or performance of, or alteration of, any obligation of the Buyer under this Agreement, any liability incurred directly or indirectly in respect thereof, or any amendment or waiver of, or any consent to any departure from, the terms of this Agreement or the documents entered into in connection therewith; (iv) the existence of any claim, setoff or other right that the Buyer or Guarantor may have at any time against any of the Sellers; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of Guarantor or otherwise operate as a discharge of Guarantor as a matter of Law or equity. Notwithstanding anything the contrary set forth in this Agreement, the Sellers and the Sellers' Representative hereby agree that to the extent that Buyer is relieved from its payment and performance obligations under this Agreement by satisfaction thereof, the Guarantor shall be similarly relieved, to such extent, of its obligations under this Section 9(r). This Agreement shall conclusively be deemed to have been entered into and contracted in reliance upon the Guaranty, and all dealings between the Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon the Guaranty. When the Sellers' Representative, on behalf of the Sellers, or any of the Sellers is pursuing its rights and remedies hereunder against Guarantor, neither the Sellers' Representative nor any Seller, as applicable shall be under an obligation to pursue any rights and remedies it may have against the Buyer or any other Person, and any failure by the Sellers' Representative, on behalf of the Sellers, or of any Seller, as applicable, to pursue such other rights or remedies or to collect any payments from the Buyer or any other Person, and any release by any Party or any other Person, shall not relieve Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies of the Sellers' Representative or any of the Sellers, whether express, implied or available as a matter of Law. None of the Sellers' Representative, on behalf of the Sellers, or any of the Sellers, shall be obligated to file any claim in the event that the Buyer becomes subject to a bankruptcy, reorganization or similar proceeding, and the failure of Sellers' Representative to so file shall not affect Guarantor's obligations hereunder. In the event that any payment by the Buyer under this

Agreement is rescinded or must otherwise be returned for any reason whatsoever, Guarantor shall remain liable hereunder as if such payment had not been made. Guarantor hereby irrevocably waives acceptance, presentment, demand, protest and any notice in connection with the performance of its obligations set forth in this Section 9(r) (other than notices required to be provided by to Buyer pursuant to this Agreement); provided, however, that the Guarantor does not waive any defense which may be available in the case of fraud by the Sellers, the Sellers' Representative or the Company or any defense to the payment or performance of the obligations under this Agreement that are available to Buyer). Guarantor may not exercise any rights of subrogation or contribution, whether arising by contract or operation of law (including, without limitation, any such right arising under bankruptcy or insolvency Laws) or otherwise, by reason of any payment by it in respect of the Guaranty. No failure on the part of Sellers' Representative, on behalf of the Sellers, or any Seller to exercise, and no delay in exercising, any right, remedy or power with respect to the Guaranty shall operate as a waiver thereof, nor shall any single or partial exercise by the Sellers' Representative, on behalf of the Sellers, or any Seller of any right, remedy or power with respect to the Guaranty preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to the Sellers' Representative, on behalf of the Sellers, or to the Sellers or allowed to the Sellers by Law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Sellers' Representative, on behalf of the Sellers, or the Sellers at any time or from time to time.

(s) Non-Survival. EXCEPT FOR THOSE COVENANTS AND AGREEMENTS THAT BY THEIR TERMS APPLY OR ARE TO BE PERFORMED IN WHOLE OR IN PART AFTER THE CLOSING, NONE OF THE REPRESENTATIONS, WARRANTIES, AGREEMENTS OR COVENANTS SET FORTH IN THIS AGREEMENT OR IN ANY ANCILLARY AGREEMENT DELIVERED AT, OR PRIOR TO, THE CLOSING IN CONNECTION WITH THIS AGREEMENT SHALL SURVIVE THE CLOSING DATE AND THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY, AND THEREAFTER NONE OF BUYER, THE COMPANY, SELLERS OR SELLERS' REPRESENTATIVE SHALL BE UNDER ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY SUCH REPRESENTATION, WARRANTY, AGREEMENT OR COVENANT. NO PARTY SHALL HAVE ANY POST-CLOSING REMEDY FOR BREACHES OF ANY REPRESENTATION, WARRANTY, AGREEMENT OR COVENANT SET FORTH IN THIS AGREEMENT OR IN ANY ANCILLARY AGREEMENT DELIVERED AT OR PRIOR TO THE CLOSING, EXCEPT FOR (I) THOSE COVENANTS AND AGREEMENTS THAT BY THEIR TERMS APPLY OR ARE TO BE PERFORMED IN WHOLE OR IN PART AFTER THE CLOSING, (II) WILLFUL BREACHES OF THOSE COVENANTS AND AGREEMENTS THAT BY THEIR TERMS APPLY OR ARE TO BE PERFORMED IN WHOLE OR IN PART AT OR PRIOR TO THE CLOSING, (III) IN THE CASE OF FRAUD AND (IV) THIS SECTION 9.

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

BUYER:

CALRISSIAN HOLDINGS, LLC

By: /s/ Russell C. Hochman
Name: Russell C. Hochman
Title: President

GUARANTOR:

Solely for purposes of Section 9(r):

HARSCO CORPORATION

By: /s/ Russell C. Hochman
Name: Russell C. Hochman
Title: Senior Vice President and General Counsel, Chief Compliance Officer & Corporate Secretary

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

SELLERS' REPRESENTATIVE:

COMPASS GROUP DIVERSIFIED HOLDINGS LLC

By: /s/ Ryan Faulkingham
Name: Ryan Faulkingham
Title: Chief Financial Officer

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

THE COMPANY:

CEHI ACQUISITION CORPORATION

By: /s/ Demetrios P. Dounis
Name: Demetrios P. Dounis
Title: Vice President

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

STOCKHOLDERS:

COMPASS GROUP DIVERSIFIED HOLDINGS LLC

By: /s/ Ryan Faulkingham
Name: Ryan Faulkingham
Title: Chief Financial Officer

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

STOCKHOLDERS:

/s/ Christopher Dods
CHRISTOPHER DODS

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

STOCKHOLDERS:

/s/ Bernard Guerin
BERNARD GUERIN

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

STOCKHOLDERS:

/s/ Michael Goebner
MICHAEL GOEBNER

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

STOCKHOLDERS:

/s/ Steven Sands
STEVEN SANDS

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

STOCKHOLDERS:

/s/ Averil Rance
AVERIL RANCE

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

STOCKHOLDERS:

/s/ James Hull
JAMES HULL

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

OPTIONHOLDERS:

/s/ Christopher Dods
CHRISTOPHER DODS

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

OPTIONHOLDERS:

/s/ Bernard Guerin
BERNARD GUERIN

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

OPTIONHOLDERS:

/s/ Michael Goebner
MICHAEL GOEBNER

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

OPTIONHOLDERS:

/s/ Steven Sands
STEVEN SANDS

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

OPTIONHOLDERS:

/s/ Averil Rance
AVERIL RANCE

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

OPTIONHOLDERS:

/s/ James Hull
JAMES HULL

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

OPTIONHOLDERS:

/s/ Hector Sanchez
HECTOR SANCHEZ

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

OPTIONHOLDERS:

/s/ Ken Sykes
KEN SYKES

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

OPTIONHOLDERS:

/s/ Thom Kushnir
THOM KUSHNIR

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

OPTIONHOLDERS:

/s/ Jim Koehr
JIM KOEHR

Exhibit 2.2

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

HARSCO CORPORATION,

CHART INDUSTRIES, INC.
(solely with respect to Section 11.19)

and

E&C FINFAN, INC.

Dated as of May 8, 2019

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EXHIBITS

INDEX OF DEFINED TERMS

This ASSET PURCHASE AGREEMENT, dated as of May 8, 2019 (this "Agreement"), is made by and among HARSCO CORPORATION, a Delaware corporation (the "Company"), E&C FINFAN, INC., a Delaware corporation (the "Acquiror"), and, solely with respect to Section 11.19, CHART INDUSTRIES, INC., a Delaware corporation ("Parent").

WHEREAS, a segment of the Company is engaged in the business of designing, manufacturing, servicing, repairing and selling air-cooled heat exchangers and related repair parts (collectively, the "Business"); and

WHEREAS, the Company wishes to sell, and to cause to be sold, to the Acquiror, and the Acquiror wishes to purchase from the Company, certain of the assets of the Company, in each case, upon the terms and subject to the conditions set forth in this Agreement. In addition, the Acquiror wishes to assume, and the Company wishes to have the Acquiror assume, certain of its Liabilities, in each case upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration for the premises and mutual covenants, representations, warranties and agreements hereinafter set forth, the parties to this Agreement agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Defined Terms. As used herein, the following terms not otherwise defined have the following respective meanings:

"1099 Contractor" means Persons who are expected to receive a Form 1099 from the Company or any Subsidiary for providing services as independent contractors of the Business as of the date of this Agreement.

"Action" means any litigation, claim, action, suit, cause of action, petition, controversy, assessment, audit, charge, complaint, grievance, notice, demand, arbitration, hearing or other similar proceeding to, from, by or before any Governmental Entity, whether civil, criminal or administrative.

"Affiliate" means, with respect to any specified Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person.

"Ancillary Agreements" means the Bill of Sale, Assignment and Assumption Agreement, IP Assignment Agreements, Transition Services Agreement and Joint Defense Agreement.

"Bill of Sale, Assignment and Assumption Agreement" means the Bill of Sale, Assignment and Assumption Agreement between the Company and the Acquiror, substantially in the form attached hereto as Exhibit A.

"Business Day" means any day other than Saturday, Sunday or other day on which banks in the City of New York are required or permitted by Law to close.

"Business Employees" means those current employees of the Company or its Subsidiaries whose services primarily relate to the Business and who are employed or engaged, or otherwise provide services, at the Leased Real Property (including employees on short-term or long-term disability as of the Closing Date), but excluding the Excluded Employees.

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

"Company Marks" means any and all Trademarks containing "Harsco", or any confusingly similar variations or derivatives thereof, whether used alone or in combination with other words.

"Control" means, with respect to the relationship between or among two or more Persons, the possession, directly or indirectly, of the power to direct or cause the direction of the affairs or management of another Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person. The terms "Controlled by", "Controlled", "under common Control with" and "Controlling" shall have correlative meanings.

"Current Assets" means, as of a particular date of determination, all current assets Related to the Business calculated in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements utilizing only those items and accounts set forth on Section 1.1(a) of the Disclosure Schedule.

"Current Liabilities" means, as of a particular date of determination, all current liabilities Related to the Business calculated in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements utilizing only those items and accounts set forth on Section 1.1(a) of the Disclosure Schedule.

"Environmental Condition" means (i) any pollution or contamination of the environment, nuisance, trespass, damage to the Leased Real Property or any real property, personal property or natural resource or harm or alleged harm to human health or safety, in each case, relating to the presence, Release, use, generation, storage, treatment, disposal, processing, recycling, transportation, transfer, emission, discharge, labeling, marketing, distribution or sale of any Hazardous Materials, including the post-Closing migration or degradation of Hazardous Materials, that, in each case, exist or were Released prior to or as of the Closing and that, in each case, is in violation of or creates or would reasonably be expected to create Liability under any Environmental Law, whether or not at the time the facts and circumstances resulting in the condition occurred or were created were a violation of or created Liability under any Environmental Law, including any Release prior to or as of the Closing of Hazardous Materials on any property to which Hazardous Materials generated, stored, transported or transferred by the Business come to be located; (ii) any noncompliance or alleged noncompliance with Environmental Laws related to the Business or the Transferred Assets that occurred prior to or is continuing as of the Closing Date and (iii) any matter set forth on Section 3.10 of the Disclosure Schedule.

"Environmental Law" means any and all Laws regulating, relating to or imposing liability or standards of conduct concerning protection of the environment, natural resources or worker health and safety (to the extent relating to exposure to hazardous or toxic materials) or the presence, use, generation, storage, treatment, disposal, recycling, emission, discharge, labeling, marketing, distribution or sale of any pollutants or hazardous or toxic materials, substances or wastes into air, surface water, groundwater or any environmental media.

"Environmental Permit" means any permit, license, registration and any other approval required of the Business under any Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means, with respect to any Person, each corporation, trade or business that is, along with such Person, part of the controlled group of corporations, trades or businesses under common control within the meaning of Sections 414(b), (c), (m) or (o) of the Code.

"Excluded Employees" means the employees, directors and individual independent contractors set forth on Section 1.1(b) of the Disclosure Schedule.

"Financing" means the amounts the Financing Sources have committed, subject to the terms and conditions set forth in the definitive letters or agreements related thereto, to lend to the Acquiror and its Affiliates for the purposes of funding a portion of the Required Payments, including pursuant to existing credit facilities.

"Financing Sources" means the entities that, from time to time, have committed to provide or arrange, or have entered into definitive letters or agreements related to, any debt financings related to this Agreement and the transactions contemplated hereby, including the parties to any existing credit facilities of the Acquiror and its Affiliates.

"Financing Sources Related Parties" means the Financing Sources and the commitment parties that are parties to any definitive letters or agreements in respect of any Financing and together with their respective Affiliates and their respective Affiliates' officers, directors, employees, controlling persons, agents and representatives.

"Fraud" means, with respect to any Person, and with respect to the making of any representation or warranty by such Person in this Agreement or in any Ancillary Agreement, (i) a representation or warranty by such Person; (ii) which such Person knew or believed to be false; (iii) which such Person made with the intention of inducing reliance by another Person; (iv) upon which such other Person to whom such representation or warranty was made relied; and (v) which caused such other Person to whom such representation or warranty was made to suffer damages as a result of such

reliance. For the avoidance of doubt, the definition of "Fraud" in this Agreement does not include, and no claim may be made by any Person in relation to this Agreement or the transactions contemplated hereby for (A) constructive fraud or other claims based on constructive knowledge or (B) negligent misrepresentation, equitable fraud or any other fraud based claim or theory that requires something less than actual knowledge or belief that a statement or other information or materials were false.

"Fundamental Representations" shall mean the representations and warranties set forth in Section 3.1, Section 3.2, and Section 3.17.

"GAAP" shall mean United States generally accepted accounting principles and practices as in effect from time to time, consistently applied.

"Governmental Entity" means any government or any court, arbitral tribunal, mediation tribunal, administrative agency or commission or other federal, state, local, transnational or foreign governmental or regulatory authority, agency, department, board, bureau or instrumentality.

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, determination, award, civil investigative demand, decision, ruling, charge, subpoena, verdict or other restriction entered, issued or made by or with any Governmental Entity (whether preliminary or final).

"Hazardous Material" means any substance, pollutant, contaminant, material and waste that is defined or classified in or regulated by any applicable Environmental Law as "hazardous," "toxic," "dangerous," a "pollutant," a "contaminant" or words of similar meaning, including asbestos, asbestos-containing materials, polychlorinated biphenyls, petroleum or petroleum products poly-and-per-fluoroalkyl chemicals, bisphenol A, phthalates, toxic mold, or radiation.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations under such Act.

"Inactive Business Employee" means a Business Employee who is not actively at work as of the Closing Date due to workers compensation, short term disability, long-term disability or any other approved continuous leave of absence (excluding paid-time off or other intermittent leave).

"Indebtedness" means, as applied to any Person, as of a particular date of determination, without duplication, (i) indebtedness of such Person for borrowed money or issued in substitution for or exchange of indebtedness for borrowed money, (ii) indebtedness of such Person evidenced by any note, bond, debenture or other debt security, (iii) indebtedness of such Person for the deferred purchase price of property or services with respect to which such Person is liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current liabilities incurred in the ordinary course of business), (iv) indebtedness guaranteed in any manner by such Person (including guarantees in form of an agreement to repurchase or reimburse) and (v) obligations under finance leases as defined by Accounting Standards Codification

Topic 842-Leases with respect to which such Person is liable as obligor or guarantor; provided, that Indebtedness shall not include any amounts under non-cancellable purchase commitments of the Business up to the aggregate amount of the portion of the total 2019 capital expenditure budget (which is set forth in Section 1.1(c) of the Disclosure Schedule) that has not been spent as of the Closing Date.

"Indian Business Employee" means those current employees of the Company or its Subsidiaries whose services primarily relate to the Business and who are employed or engaged, or otherwise provide services, at Harsco India Services Pvt. Ltd., Western Aqua, 8th Floor, Plot No. 1-4, Survey No. 8, Kondapur, Serilingampally, Hyderabad – 500 084 (including employees on short-term or long-term disability as of the Closing Date).

"Intellectual Property" means all intellectual, industrial and proprietary rights in any jurisdiction throughout the world, including (i) patents, patent disclosures, inventions, invention disclosures, utility models and industrial designs, and all patent applications, renewals, divisionals, continuations, continuations-in-part, re-issues, re-examinations and other patents and applications claiming priority therefrom or issuing therein, (ii) copyrights and copyrightable works of authorship, including copyrights in Software, databases, documentation and related items, and all moral rights therein, and all applications and registrations thereof, (iii) trademarks, service marks, certification marks, trade names, corporate names, Internet domain names, social media accounts and handles, trade dress, logos, slogans and other source indicators, all common law rights therein, and the goodwill appurtenant thereto, and all applications and registrations thereof ("Trademarks"), (iv) trade secrets and other confidential and proprietary information, including technology, know-how, rights in ideas, developments, improvements, drawings, algorithms, processes, formulae, models, designs, methods, techniques, technical data, specifications, reports, analyses, customer lists, supplier lists, business and marketing plans, and pricing and cost information, and (v) any rights recognized under applicable Laws that are equivalent or similar to any of the foregoing.

"Inventory" shall mean raw materials, work in progress, goods consigned by the Company, finished goods, parts, packaging, supplies and labels (including any of the foregoing held for the benefit of the Business in the possession of third party manufacturers, suppliers, dealers, distributors or others in transit).

"IP Assignment Agreements" means the Intellectual Property Assignment and Assumption Agreements between the Company and the Acquiror, substantially in the forms attached hereto as Exhibit B.

"IRS" means the U.S. Internal Revenue Service.

"IT Assets" means Software, systems, servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and all other information technology equipment, and all associated documentation, in each case to the extent Related to the Business.

"IT Asset Contract" means each Contract relating to or regarding any IT Asset that is specifically referenced on Schedule 2 of the Transition Services Agreement (Information Technology & Infrastructure), in each case, that is entered into prior to the Closing and is between the Company or any of its Affiliates, on the one hand, and one or more third parties, on the other hand, that directly benefit both (i) the Business or the Transferred Assets, on the one hand, and (ii) any Excluded Asset or any business of the Company or any of its Affiliates (other than the Business), on the other hand.

"Joint Defense Agreement" means the Joint Defense Agreement between the Company and the Acquiror, substantially in the form attached hereto as Exhibit C.

"Knowledge of the Acquiror" means, with respect to any particular matter, the actual knowledge, after reasonable inquiry, of the individuals listed on Section 1.1(d) of the Disclosure Schedule.

"Knowledge of the Company" or "Company's Knowledge" means, with respect to any particular matter, the actual knowledge, after reasonable inquiry, of the individuals listed on Section 1.1(e) of the Disclosure Schedule.

"Law" means any foreign, federal, state, provincial or local law, statute, ordinance, rule (including common law), regulation, Action, code, decree or other legally enforceable requirement of any Governmental Entity, and includes rules and regulations of any regulatory or self-regulatory authority.

"Leased Real Property" means the real property leased by the Company as tenant, subtenant or otherwise, in each case Related to the Business and as set forth on Section 1.1(f) of the Disclosure Schedule.

"Liabilities" means any debt, liability, obligation, cost or expense of any nature, whether matured or unmatured, fixed or unfixed, determined or determinable, absolute or contingent, accrued or unaccrued, known or unknown, disclosed or undisclosed, liquidated or unliquidated, secured or unsecured, asserted or unasserted, conditional, and whether due or to become due.

"Lien" means any title defect or objection, lien (statutory or otherwise), priority, pledge, mortgage, deed of trust, security interest, claim (whether or not made, known or contingent), judgment, charge, pledge, covenant, restriction, lease, option, conditional sale or other title retention agreement, any assignment or deposit arrangement in the nature of a security deposit, easement, transfer restriction under any stockholder or similar agreement, or any other similar restriction, encumbrance or limitation whatsoever.

"Losses" means all losses, damages, costs, expenses, liabilities, obligations, awards, judgments, settlements, Taxes, fees, expenses and claims of any kind (including any Action brought by any Governmental Entity or other Person and including reasonable attorneys', accountants' and other professionals' fees and expenses).

"Material Adverse Effect" means any fact, change, impact, event, occurrence, effect, circumstance or development (or combination of the foregoing) which, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the business, assets, liabilities, financial condition or results of operations of the Business, taken as a whole; provided, however, no such fact, change, impact, event, effect, circumstance or development to the extent resulting from or arising in connection with the following shall constitute (or be taken into account in determining the occurrence of) a Material Adverse Effect: (i) the announcement of this Agreement or the consummation of the transactions contemplated by this Agreement, in each case to the extent related to the specific identity of the Acquiror and Parent (including the loss of Business Employees, customers or other business relationships resulting therefrom), (ii) changes or conditions affecting generally the industries in which the Business operates, whether international, national, regional or local, (iii) changes or conditions affecting the economy as a whole or capital markets generally, (iv) changes in general regulatory or political conditions, including the announcement, declaration, commencement, occurrence, continuation, outbreak, escalation or threat of any civil unrest, war or armed hostilities (including the worsening thereof), or any act or acts of terrorism, (v) changes in applicable Law or GAAP or other accounting standards or any interpretations thereof, in each case to the extent required to be implemented by the Business, (vi) any conditions resulting from natural disasters or weather developments, including pandemics, earthquakes, hurricanes, tsunamis, typhoons, lightning, hail storms, blizzards, tornadoes, droughts, floods, cyclones, arctic frosts, mudslides, and wildfires, manmade disasters or acts of God, (vii) any failure to meet any projections or forecasts or estimates of revenues or earnings for any period (it being understood and agreed that the facts and circumstances giving rise to such failure that are not otherwise excluded from the definition of Material Adverse Effect may be taken into account in determining whether there has been a Material Adverse Effect), (viii) the Retained Litigation, (ix) any information in the Disclosure Schedule that is reasonably apparent on its face to be applicable to the representations and warranties set forth in Section 3.5 or (x) any actions taken or omitted to be taken by the Company or any of its Subsidiaries at the written request of the Acquiror; provided, further, however, that, any of the matters set forth in clauses (ii) through (vi) shall be taken into account in determining whether there is a Material Adverse Effect only to the extent that such matters have a materially disproportionate adverse effect on the Business as compared to other businesses operating in the industries in which the Business operates.

"Net Working Capital" means, as of a particular date of determination, Current Assets less Current Liabilities as adjusted for the inclusion or exclusion of only those items and accounts set forth on Section 1.1(a) of the Disclosure Schedule as of such date.

"Permitted Liens" means (i) Liens that arise out of Taxes not yet due or payable without penalty or interest or the validity of which is being contested in good faith by appropriate proceedings (and in compliance with each Real Estate Lease) and for which appropriate reserves have been established, (ii) workmen's, repairmen's or other similar Liens arising or incurred by the operation of Law in the ordinary course of business, (iii) liens of lessors under the Real Estate Lease, (iv) minor title defects, recorded easements or other Liens affecting real or personal property, which defects, easements or Liens do not, individually or in the aggregate, materially impair the use or occupancy, as applicable, of the real or personal property to which they relate, assuming that the

property is used on substantially the same basis as such property is currently being used by the Business, (v) zoning, planning and other similar limitations and restrictions, and all rights of any Governmental Entity to regulate a property, which are not currently violated in any material respect by the use or occupancy of the Leased Real Property, (vi) Liens disclosed on the Financial Statements, (vii) non-exclusive licenses of Intellectual Property granted in the ordinary course of business or (viii) Liens disclosed on Section 1.1(g) of the Disclosure Schedule.

"Person" means any corporation, association, partnership, limited liability company, organization, business, individual or other entity or similar group, including any Governmental Entity.

"Pre-Closing Tax Period" means any taxable period ending on or before the Closing Date and the portion of any Straddle Period ending on the Closing Date.

"Product" means any product in development, manufactured, licensed, designed, produced, distributed or sold by or behalf of the Business prior to the Closing Date.

"Real Estate Lease" shall mean each Contract set forth on Section 1.1(h) of the Disclosure Schedule.

"Related to the Business" means (i) used primarily in, or (ii) arising, directly or indirectly, primarily out of the operation or conduct of, in each case, the Business as conducted by the Company and its Subsidiaries.

"Release" shall have the same meaning as in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601.

"Representative" of a Person means each of its Affiliates and each of its and their respective directors, officers, employees, advisors, agents, consultants, attorneys, accountants, investment bankers and other representatives.

"Required Payments" means, collectively, a portion of (i) the Closing Amount and the other payments required to be made by the Acquiror pursuant to Article II, (ii) the fees and expenses required to be paid by the Acquiror and its Affiliates in connection with the transactions contemplated by this Agreement and the Financing, and (iii) any other amounts required to satisfy all of the other payment obligations of the Acquiror and its Affiliates as of the Closing Date.

"Shared Contracts" means each Contract that is entered into prior to the Closing which is between the Company or any of its Affiliates, on the one hand, and one or more third parties, on the other hand, that directly benefit both (i) the Business or the Transferred Assets, on the one hand, and (ii) any Excluded Asset or any business of the Company or any of its Affiliates (other than the Business), on the other hand, including those set forth on Section 1.1(i) of the Disclosure Schedule, but excluding the IT Asset Contracts.

"Software" means computer programs, applications, tools, developer kits, firmware, compilers, algorithms, models and methodologies, whether in source code, object code or other form, and all documentation related thereto.

"Straddle Period" means any taxable period beginning on or before and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, any corporation, partnership, joint venture, limited liability company or other business association or entity, whether incorporated or unincorporated, of which (i) such Person or any other Subsidiary of such Person is a general partner or a managing member, (ii) such Person and/or one or more of its Subsidiaries holds voting power to elect a majority of the board of directors or other governing body performing similar functions, or (iii) such Person and/or one or more of its Subsidiaries, directly or indirectly, owns or controls more than 50% of the equity, membership, partnership or similar interests.

"Target Net Working Capital" means an amount equal to the historical twelve (12) month average of the Net Working Capital of the Business, measured as of the end of each month over the twelve (12) month period ending as of the end of the month immediately prior to the month in which the Closing occurs, which shall be calculated in accordance with Exhibit D attached hereto (which, for the avoidance of doubt, contains an illustrative calculation of the Target Net Working Capital with respect to the twelve (12) month period ending as of March 31, 2019).

"Tax" or "Taxes" means any and all federal, state, county, provincial, local, foreign and other taxes, including all net income, gross income, gross receipts, premium, estimated, sales, use, ad valorem, property, transfer, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp and occupation taxes, together with any interest, additions to tax or interest, and penalties with respect thereto imposed by any Tax authority.

"Tax Returns" means any return, report, declaration, claim for refund, information return or other document (including attached schedule, statement or information) filed or required to be filed with a Tax authority in connection with the determination, assessment or collection of any Tax of any party or the administration of any laws, regulations or administrative requirements relating to any Tax (including any amendment thereof).

"Transaction Agreements" means this Agreement and each of the Ancillary Agreements.

"Transaction Expenses" means all fees, commissions and expenses (including legal, accounting, brokerage, finder, investment banking, advisory and other fees and expenses) incurred by the Company (or for which the Company could become liable) as a result of the transactions contemplated by, the Transaction Agreements.

"Transition Services Agreement" means the Transition Services Agreement between the Company and the Acquiror, substantially in the form attached hereto as Exhibit E.

ARTICLE II

PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets.

(a) Transferred Assets. Upon the terms and subject to the conditions set forth in this Agreement and except for the Excluded Assets and the Indian Business Assets, at the Closing, the Company shall sell, convey, assign, transfer and deliver (and shall cause to be sold, conveyed, assigned, transferred and delivered) to the Acquiror, and the Acquiror shall purchase, acquire and accept from the Company, all of the Company's and its Subsidiaries' right, title and interest, in each case free and clear of all Liens other than Permitted Liens, in, to and under all of the assets, properties, leases, rights, interests, Contracts and claims, in each case, to the extent Related to the Business and as the same shall exist immediately prior to the Closing, including, for the avoidance of doubt, the following assets, rights and properties, in each case, to the extent Related to the Business (collectively, the "Transferred Assets"):

(i) the Leased Real Property and each Real Estate Lease;

(ii) all Inventory, wherever held;

(iii) each legally binding contract, lease, license, sublease, understanding, commitment, obligation, letter of intent, purchase order or other agreement, and all amendments thereto, whether oral or written, but excluding any Permits (each, a "Contract"), to which the Company or any of its Subsidiaries is a party, including all Contracts and other arrangements that are Assumed Company Plans but excluding (A) all Shared Contracts and (B) all IT Asset Contracts (collectively, the "Assumed Contracts");

(iv) all accounts, notes and other receivables ("Receivables"), including, for the avoidance of doubt, all portions of trade accounts receivables that represent sales Tax due from customers for Pre-Closing Tax Periods, but excluding inter-company receivables from the Company or any of its Subsidiaries;

(v) all prepaid expenses, including all deposits, lease and rental payments;

(vi) all rights, claims, credits, defenses, causes of action (including counterclaims) and all other rights to bring any Action at law or in equity, including any such items arising under warranties, guarantees, indemnities, offsets and all other claims and similar rights in favor of the Business;

(vii) all property and casualty insurance proceeds received or receivable arising out of or relating to any Transferred Assets, Assumed Liabilities or damage or destruction of any asset that is included in the Transferred Assets or would have been included in the Transferred Assets but for such damage or destruction (except, in each case, to the extent arising out of or related to any Excluded Assets or Excluded Liabilities);

(viii) (A) all Intellectual Property, including the Intellectual Property set forth on Section 2.1(a)(viii)(A) of the Disclosure Schedule, and (B) each of the IT Assets owned by the Company and its Subsidiaries that is either (x) physically located at the Leased Real Property or (y) set forth on Section 2.1(a)(viii)(B) of the Disclosure Schedule (collectively, the "Transferred IP");

(ix) to the extent permitted by applicable Law, all Permits;

(x) to the extent permitted by applicable Law, (A) sole ownership and all originals and copies of all books, records, files and papers, whether in hard copy or computer format, including sales and promotional literature, manuals and data, sales and purchase correspondence and records (including pricing history), customer lists and supplier lists, in each case, that are exclusively related to the Business, and (B) joint ownership (and the right to use and disclose the same without consent) and one copy in a mutually agreed media of all of the foregoing materials that are otherwise related to the Business (collectively, the "Books and Records");

(xi) to the extent permitted by applicable Law, personnel and employment records for the Transferred Employees (the "Transferred Employee Records");

(xii) all goodwill of the Business and the Transferred Assets;

(xiii) all personal property and interests therein, including machinery, equipment, furniture, fixtures, furnishings, office equipment, vehicles, spare and replacement parts and other tangible personal property and interests therein, owned, licensed or leased (collectively, "Equipment");

(xiv) the right to receive all Receivables (other than those related to Excluded Assets or Excluded Liabilities) and the right to bill and receive payment for Products shipped or delivered or services performed but unbilled or unpaid as of the Closing;

(xv) other than any Excluded Assets, all other assets, properties or rights of every kind and description, wherever located, whether personal or mixed, tangible or intangible;

(xvi) those rights in the Shared Contracts (or replacements or portions thereof) to the extent transferred to the Acquiror and its Affiliates in accordance with Section 5.5; and

(xvii) without limiting Section 2.1(a)(iii), the Company Plans set forth on Section 2.1(a)(xvii) of the Disclosure Schedule and/or the assets related thereto (the "Assumed Company Plans").

(b) Excluded Assets. Notwithstanding anything to the contrary set forth in Section 2.1(a) or elsewhere in this Agreement, the Acquiror expressly understands and agrees that the following assets, properties, leases, rights, interests, Contracts and claims of the Company and its Subsidiaries (collectively, the "Excluded Assets") shall be retained by the Company and its Subsidiaries, and shall be excluded from the Transferred Assets:

(i) (A) except as set forth in Section 2.1(a)(v), all cash and cash equivalents (including marketable securities and short-term investments) held by the Company or any of its Subsidiaries or held by any bank or other third Person on the Company's and its Subsidiaries' behalf or for their benefit, and (B) all bank accounts;

(ii) all of the equity interests in the Company or any of its Affiliates or any other Person in which the Company or any of its Affiliates holds or owns any equity interests (including Harsco Industrial Air-X-Changers Pty. Ltd.);

(iii) all right, title and interest in and to (A) subject to Section 5.15, the Company Marks, and (B) all Intellectual Property and IT Assets other than the Transferred IP;

(iv) all Tax Returns and all claims, refunds, credits or prepayments, in each case, with respect to the Pre-Closing Tax Period in respect of Taxes of the Company or any of its Subsidiaries or relating to the operation of the Business or the Transferred Assets;

(v) except for the Assumed Company Plans, all Company Plans and any trusts and other assets related thereto;

(vi) all policies of or agreements for insurance, interests in insurance pools and programs and all insurance proceeds received or receivable to the extent arising out of or related to any Excluded Assets or Excluded Liabilities;

(vii) except as expressly contemplated by Section 2.1(a)(vi), all rights, claims, credits, defenses, causes of action (including counterclaims) and all other rights to bring any Action at law or in equity relating to any period through or following the Closing to the extent arising out of or relating to any Excluded Asset or Excluded Liability;

(viii) any interest or right of the Company or any of its Subsidiaries under this Agreement and the Ancillary Agreements and any other documents, instruments or certificates executed in connection with this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby;

(ix) personnel and employment records for current or former employees and individual independent contractors of the Business, other than the Transferred Employee Records;

(x) all assets, properties, leases, rights, interests, Contracts and claims of the Company or any of its Subsidiaries that are not Related to the Business, wherever located, whether tangible or intangible, real, personal or mixed;

(xi) all assets, properties, leases, rights, interests, Contracts and claims of Harsco Industrial Air-X-Changers Pty. Ltd.;

(xii) inter-company Receivables from the Company or any of its Subsidiaries;

(xiii) except for the Books and Records, (A) all corporate minute books (and other similar corporate or other governance related records) and stock records of the Company or any of its Subsidiaries, (B) any books and records relating to the Excluded Assets or Excluded Liabilities, (C) any books, records or other materials that the Company or any of its Subsidiaries (x) is required by applicable Law to retain (copies of which, to the extent permitted by applicable Law, will be made available to the Acquiror upon the Acquiror's reasonable request), (y) reasonably believes are necessary to enable the Company or any of its Subsidiaries to prepare and/or file Tax Returns (copies of which, to the extent permitted applicable Law, will be made available to the Acquiror upon the Acquiror's reasonable request) or (z) is prohibited by applicable Law from delivering or making available to the Acquiror;

(xiv) any interest or right of the Company or any of its Affiliates resulting from the Action disclosed in Section 2.1(b)(xiv) of the Disclosure Schedule (the "Retained Litigation");

(xv) any assets disposed of by the Company or any of its Subsidiaries following the date of this Agreement to the extent such dispositions are not in violation of this Agreement;

(xvi) the rights under Shared Contracts to the extent not transferred to the Acquiror or its Affiliates in accordance with Section 5.5;

(xvii) the rights under the IT Asset Contracts to the extent not transferred to the Acquiror or its Affiliates; and

(xviii) the assets listed or described on Section 2.1(b)(xviii) of the Disclosure Schedule.

Notwithstanding anything to the contrary set forth in this Agreement or any of the Ancillary Agreements, the Acquiror acknowledges and agrees that all of the following shall remain the property of the Company and its Affiliates, and neither the Acquiror nor any of its Affiliates shall have any interest therein: all records and reports prepared or received by the Company or any of its Affiliates in connection with the sale of the Business and the transactions contemplated hereby, including all analyses relating to the Business or the Acquiror so prepared or received.

(c) Assumed Liabilities. Upon the terms and subject to the conditions set forth in this Agreement, in addition to the payment of the Purchase Price and subject to Article X, the Acquiror hereby agrees, effective at the time of the Closing, to assume and thereafter timely to pay, discharge and perform in accordance with their terms, the following Liabilities of the Company and its Subsidiaries, in each case, to the extent Related to the Business, irrespective of whether the same shall arise prior to, on or following the Closing Date (the "Assumed Liabilities"):

(i) all Liabilities arising out of or relating to any of the Assumed Contracts, including with respect to Liabilities as lessee under the Real Estate Leases (except, in each case, with respect to any breach thereof occurring prior to the Closing);

(ii) all Liabilities (A) arising under the Assumed Company Plans (except, in each case, with respect to any breach thereof occurring prior to the Closing), (B) with respect to severance or other termination payments or benefits to Business Employees who do not receive an offer of employment in accordance with Section 6.1, (C) arising out of or relating to the employment, termination of employment or employment practices or workers' compensation insurance with respect to the Transferred Employees on or after the Closing Date, including all administrative functions pertaining to workers' compensation claims arising on or after the Closing Date and (D) with respect to payment of 2019 annual performance bonuses;

(iii) all Liabilities arising out of, based upon, resulting from or relating to the Transferred Assets or the operation of the Business following the Closing;

(iv) all Liabilities under Shared Contracts to the extent transferred to the Acquiror or its Affiliates in accordance with Section 5.5; and

(v) all other accrued liabilities to the extent included in the Final Net Working Capital Statement.

(d) Excluded Liabilities. Notwithstanding anything to the contrary set forth in Section 2.1(c) or elsewhere in this Agreement, the Acquiror is not assuming or agreeing to pay or discharge any of the Liabilities of the Company or its Subsidiaries other than the Assumed Liabilities (the "Excluded Liabilities"), including, for the avoidance of doubt:

(i) any Indebtedness (including any interest thereon or other amounts payable in connection therewith) of the Company or any of its Subsidiaries;

(ii) any Liability set forth in Section 2.1(d)(ii) of the Disclosure Schedule;

(iii) any Liability arising out of or relating to any Excluded Asset (including, for the avoidance of doubt, outstanding checks);

(iv) any Liability (A) for Taxes of the Company or any of its Subsidiaries or (B) for Taxes, whether or not accrued, assessed or currently due and payable relating to the operation or ownership of the Business or the Transferred Assets for any Pre-Closing Tax Period; provided, that Taxes for a Straddle Period shall be apportioned in the manner described in Section 7.1 hereof;

(v) all Liabilities of the Company or any of its Subsidiaries arising out of or relating to the Company Plans, except to the extent included in the Assumed Liabilities;

(vi) all Liabilities of the Company or any of its Subsidiaries arising out of or relating to the operation or conduct by the Company or any of its Subsidiaries of any business other than the Business;

(vii) any Liability for any intercompany accounts payable (including trade accounts payable);

(viii) any of the Company's Liabilities under this Agreement, any Ancillary Agreement, the Disclosure Schedule and any other agreements entered into by the Company or any of its Subsidiaries in connection with the transactions contemplated by this Agreement;

(ix) any Liability arising out of or relating to the Retained Litigation;

(x) any Liability arising out of or relating to any Action relating to or otherwise in respect of the operation of the Business or the Transferred Assets prior to the Closing Date, including, for the avoidance of doubt, the matters set forth on Section 2.1(d)(x) of the Disclosure Schedule;

(xi) any Liability arising out of or relating to any Excluded Assets;

(xii) all Liabilities under Shared Contracts to the extent not transferred to the Acquiror or its Affiliates in accordance with Section 5.5;

(xiii) all Liabilities under the IT Asset Contracts to the extent not transferred to the Acquiror or its Affiliates;

(xiv) all Liabilities (A) (1) under any Environmental Laws or otherwise arising out of or relating to any Environmental Condition relating to the period prior to the Closing and (2) with respect to operations of the Business prior to the Closing at the Leased Real Property or any former real property used by the Business or (B) relating to the use, application, malfunction, defect, design, operation, performance or suitability of any Product sold or distributed prior to the Closing by or on behalf of, or service of the Business rendered prior to the Closing by or on behalf of, the Company or any of its Subsidiaries to any Person;

(xv) any Liability involving current or former employees, directors and individual independent contractors of the Company or its Subsidiaries, including with respect to any wages, bonuses, commissions, independent contractor or agent payments, payroll, workers' compensation, unemployment benefits, severance, change of control bonuses, success bonuses, stay or retention obligations, or any other similar payments, in each case except to the extent included in the Final Net Working Capital or the Assumed Liabilities;

(xvi) discontinued operations of the Business, including product lines that have been disposed of, and including, for the avoidance of doubt, any operations in respect of Harsco Industrial Air-X-Changers Pty. Ltd.; and

(xvii) all Transaction Expenses.

Section 2.2 Assignment of Certain Transferred Assets. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Transferred Asset or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of a third party (including any Governmental Entity), would constitute a breach or other contravention thereof or a violation of Law or would in any way adversely affect the rights of the Acquiror (as assignee of the Company) thereto or thereunder. Subject to Section 5.5, the Company will use its commercially reasonable efforts to obtain any consent necessary for the transfer or assignment of any such Transferred Asset, claim, right or benefit to the Acquiror (other than in respect of any Assumed Contracts pursuant to which the Company is obligated to pay, or has the right to receive, less than $250,000 in any twelve (12)-month period). If, on the Closing Date, any such consent is not obtained, or if an attempted transfer or assignment thereof would be ineffective or a violation of Law or would adversely affect the rights of the Acquiror (as assignee of the Company) thereto or thereunder so that the Acquiror would not in fact receive all such rights, the Company and the Acquiror will, subject to Section 5.5, cooperate in a mutually agreeable arrangement under which the Acquiror would, subject to applicable Law, obtain the economic benefits and bear the economic burdens associated with such Transferred Asset, claim, right or benefit in accordance with this Agreement, including subcontracting, sublicensing or subleasing to the Acquiror, or under which the Company would enforce for the benefit (and at the expense) of the Acquiror any and all of its rights against a third party (including any Governmental Entity) associated with such Transferred Asset, claim, right or benefit (collectively, "Third Party Rights"), and the Company would promptly pay to the Acquiror when received all monies received by it under any such Transferred Asset, claim, right or benefit net of any Tax cost incurred by the Company or its Affiliates.

Section 2.3 Closing. As soon as practicable, but in no event later than the fifth (5th) Business Day after the satisfaction or waiver of the conditions to closing specified in Article VIII (other than those conditions which, by their terms, cannot be satisfied until the Closing, but subject to the satisfaction or waiver of such conditions), the sale and purchase of the Transferred Assets and the assumption of the Assumed Liabilities contemplated by this Agreement shall take place at a closing (the "Closing") that will be held at 10:00 a.m., New York City time, at the offices of Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, or such other time or place as the Company and the Acquiror may agree in writing (the date on which the Closing actually takes place being the "Closing Date"); provided, however, that in no event shall the Closing occur prior to June 25, 2019.

Section 2.4 Purchase Price. At the Closing, the Acquiror shall pay to the Company an amount in cash equal to $592,000,000 (the "Closing Amount"), by wire transfer of immediately available funds to a bank account as shall be designated by the Company in writing no later than two (2) Business Days prior to the Closing Date (the Closing Amount, as it may be adjusted pursuant to Section 2.9, the "Purchase Price").

Section 2.5 Closing Deliveries by the Company. At the Closing, the Company shall deliver or cause to be delivered to the Acquiror:

(a) the certificate referenced in Section 8.2(d);

(b) a receipt for the Closing Amount;

(c) duly executed instruments of assignment and assumption of the Leased Real Property, executed by the Company or the applicable Subsidiary of the Company, in form and substance reasonably satisfactory to the Acquiror;

(d) duly executed counterparts to the Ancillary Agreements contemplated to be delivered pursuant to Section 8.2(e);

(e) a certificate in accordance with Treasury Regulations Section 1.1445-2(b)(2) to the effect that the Company is not a "foreign person";

(f) evidence, in form and substance reasonably satisfactory to the Acquiror, of the release of all Liens applicable to the Transferred Assets (other than Permitted Liens), including UCC-3 termination statements from the Persons listed on Section 2.5(f) of the Disclosure Schedule;

(g) evidence, in form and substance reasonably satisfactory to the Acquiror, that the consents, approvals, permissions, acknowledgements or notices set forth on Section 2.5(g) of the Disclosure Schedule have been obtained;

(h) evidence, in form and substance reasonably satisfactory to the Acquiror, that all Contracts required to be disclosed on Section 3.18 of the Disclosure Schedule have been terminated in accordance with Section 5.10(b);

(i) certificates of title or origin (or like documents) with respect to any vehicles or other equipment included in the Transferred Assets for which a certificate of title or origin is required in order to transfer title thereto;

(j) the Audited and Reviewed Financial Statements; and

(k) such other bills of sale, endorsements, consents, assignments and other good and sufficient instruments of conveyance and assignment as the parties and their respective counsel shall deem reasonably necessary for the assumption of the Assumed Liabilities or to vest in the Acquiror all of the Company's and its Subsidiaries' right, title and interest in and to the Transferred Assets.

Section 2.6 Closing Deliveries by the Acquiror. At the Closing, the Acquiror shall deliver to the Company:

(a) cash in an aggregate amount equal to the Closing Amount by wire transfer in immediately available funds to an account or accounts as directed by the Company in accordance with Section 2.4;

(b) the certificate referenced in Section 8.3(c);

(c) duly executed instruments of assignment and assumption of the Leased Real Property;

(d) duly executed counterparts to the Ancillary Agreements contemplated to be delivered pursuant to Section 8.3(d); and

(e) such other assumptions and other good and sufficient instruments of conveyance and assumption as the parties and their respective counsel shall deem reasonably necessary for the assumption of the Assumed Liabilities or to vest in the Acquiror all of the Company's and its Subsidiaries' right, title and interest in, to and under the Transferred Assets.

Section 2.7 Post-Closing Statements.

(a) Within sixty (60) days after the Closing Date, the Acquiror shall prepare and deliver to the Company a statement (the "Estimated Closing Statement"), executed by an officer of the Acquiror, setting forth in reasonable detail the Acquiror's good faith calculation of the Target Net Working Capital (the "Closing Target") and the Net Working Capital as of immediately prior to the Closing ("Closing Net Working Capital"). The Acquiror shall provide the Company a reasonable level of supporting documentation for the calculation of the Closing Target and the Closing Net Working Capital and any additional information reasonably requested by the Company and related thereto.

(b) During the thirty (30)-day period immediately following the Company's receipt of the Estimated Closing Statement (the "Review Period"), the Company and its Representatives (subject, in each case, to the execution of a customary form of confidentiality agreement) will be permitted to review the Acquiror's work papers relating to the Estimated Closing Statement, and the Acquiror shall make reasonably available the individuals in its employ responsible for and knowledgeable about the information used in, and the preparation of, the Estimated Closing Statement, to respond to the reasonable inquiries of the Company.

Section 2.8 Reconciliation of Post-Closing Statements.

(a) The Company shall notify the Acquiror in writing (the "Notice of Disagreement") prior to the expiration of the Review Period if the Company disagrees with the Estimated Closing Statement or the Closing Target or the Closing Net Working Capital set forth therein. The Notice of Disagreement shall set forth in reasonable detail the basis for such

dispute, the amounts involved and the Company's determination of the amount of the Closing Target and the Closing Net Working Capital. If no Notice of Disagreement is received by the Acquiror prior to expiration of the Review Period, then the Estimated Closing Statement shall be deemed to have been accepted by the Company and shall become final and binding upon the parties in accordance with Section 2.8(c).

(b) During the thirty (30)-day period immediately following the delivery of a Notice of Disagreement (the "Consultation Period"), the Acquiror and the Company shall seek in good faith to resolve any differences that they may have with respect to the matters specified in the Notice of Disagreement. Any discussions and communications made by the Acquiror and the Company to resolve such differences shall (unless otherwise agreed by the Acquiror and the Company) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule.

(c) If, at the end of the Consultation Period, the Acquiror and the Company have been unable to resolve any differences that they may have with respect to the matters specified in the Notice of Disagreement, the Acquiror and the Company shall submit all matters that remain in dispute with respect to the Notice of Disagreement (along with a copy of the Estimated Closing Statement marked to indicate those line items that are not in dispute) to (i) an independent certified public accounting firm in the United States of national recognition mutually acceptable to the Acquiror and the Company (the "Independent Accounting Firm") or (ii) if the Acquiror and the Company are unable to agree upon such a firm within ten (10) Business Days after the end of the Consultation Period, then within an additional ten (10) Business Days, the Acquiror and the Company shall each select one such firm and those two firms shall select a third such firm, in which event "Independent Accounting Firm" shall mean such third firm. Within forty-five (45) Business Days after such firm's selection, the Independent Accounting Firm shall, acting as an arbitrator and not as an expert, make a final determination, binding on the parties to this Agreement, of the appropriate amount of each of the line items in the Estimated Closing Statement as to which the Acquiror and the Company disagree as set forth in the Notice of Disagreement. With respect to each disputed line item, such determination, if not in accordance with the position of either the Acquiror or the Company, shall not be in excess of the amount that results in a higher Closing Target or Closing Net Working Capital, nor less than the amount that results in a lower Closing Target or Closing Net Working Capital, as applicable, in each case as advocated by the Acquiror in the Estimated Closing Statement or the Company in the Notice of Disagreement with respect to such disputed line item, respectively. During such determination period, the Independent Accounting Firm also shall (i) prepare a statement of the Closing Target and the Closing Net Working Capital, based upon all of the line items not disputed by the parties and the line items determined by the Independent Accounting Firm and (ii) determine the amount of the Closing Net Working Capital reflected on such statement. The statement of the Closing Target and the Closing Net Working Capital that is final and binding on the parties, as determined either through agreement of the parties pursuant to Section 2.8(a) or Section 2.8(b), or through the action of the Independent Accounting Firm pursuant to this Section 2.8(c), is referred to as the "Final Closing Statement", the Closing Target reflected on such Final Closing Statement is referred to as the "Final Target" and the Closing Net Working Capital reflected on such Final Closing Statement is referred to as the "Final Net Working Capital".

(d) The cost of the Independent Accounting Firm's review and determination shall be shared equally by the Acquiror, on the one hand, and the Company, on the other hand. During the review by the Independent Accounting Firm, the Acquiror and the Company and their respective accountants will each make available to the Independent Accounting Firm interviews with such individuals, and such information, books and records and work papers, as may be reasonably requested by the Independent Accounting Firm to fulfill its obligations under Section 2.8(c); provided, however, that the accountants of the Acquiror or the Company shall not be obliged to make any work papers available to the Independent Accounting Firm except in accordance with such accountants' normal disclosure procedures and then only after the Independent Accounting Firm has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such accountants. In acting under this Agreement, the Independent Accounting Firm will be entitled to the privileges and immunities of an arbitrator.

(e) Subject to Section 11.11, The Acquiror and the Company agree that the procedures set forth in this Section 2.8 for resolving disputes with respect to the Estimated Closing Statement and the calculation of the Closing Target and the Closing Net Working Capital set forth therein shall be the sole and exclusive method for resolving any such disputes; provided, however, that this provision shall not prohibit any party from instituting litigation to enforce any decision pursuant to the terms hereof by the Independent Accounting Firm in any court of competent jurisdiction. The substance of the Independent Accounting Firm's determination shall not be subject to review or appeal, absent a showing of fraud.

Section 2.9 Post-Closing Adjustment. (i) If the Final Net Working Capital exceeds the Final Target, the Acquiror shall pay the Company the amount of such excess; and (ii) if the Final Target exceeds the Final Net Working Capital, the Company shall pay the Acquiror the amount of such excess. Any amounts owed pursuant to this Section 2.9 (the "Post-Closing Adjustment"), shall be paid in one payment to either the Company or the Acquiror, as the case may be, by wire transfer in immediately available funds to an account specified by the receiving party within three (3) Business Days after the Final Closing Statement becomes final, conclusive and binding pursuant to Section 2.8(c).

Section 2.10 Withholding. The Acquiror shall be entitled to deduct and withhold from amounts otherwise payable pursuant to this Agreement such amounts as it is required to deduct and withhold under the Code or any provision of state, local or foreign Tax Law; provided that before making any deduction or withholding pursuant to this Section 2.10, Acquiror shall give the Company at least ten (10) days prior written notice of any anticipated deduction or withholding (together with any legal basis therefor), provide the Company with sufficient opportunity to provide any forms or other documentation or take such other steps in order to avoid such deduction or withholding, and reasonably consult and cooperate with the Company in good faith to attempt to reduce or eliminate any amounts that would otherwise be deducted or withheld pursuant to this Section 2.10. To the extent that amounts are so withheld and paid over to the appropriate taxing authority by the Acquiror, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made by the Acquiror.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Acquiror that, except as set forth on the Disclosure Schedule delivered by the Company to the Acquiror concurrently with the execution of this Agreement (the "Disclosure Schedule"):

Section 3.1 Organization and Qualification. The Company is duly incorporated, validly existing and in good standing under the Laws of Delaware and has all requisite corporate power and authority to enter into, consummate the transactions contemplated by, and carry out its obligations under, the Transaction Agreements. The Company (i) has the corporate power and authority to own, lease its properties and to operate its business with respect to the Transferred Assets as currently owned, leased or operated and to carry on its business with respect to the Transferred Assets as currently conducted and (ii) is duly qualified or licensed to do business as a foreign corporation in each jurisdiction where the character of its owned, leased or operated properties or the nature of its activities makes such qualification or licensing necessary with respect to the Transferred Assets, except for jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to be, individually or in the aggregate, material to the Transferred Assets or the Business, in each case, taken as a whole.

Section 3.2 Authority. The Company has all necessary corporate power and authority to execute and deliver the Transaction Agreements, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by the Company of the Transaction Agreements and the consummation by the Company of the transactions contemplated by, and the performance by the Company of its obligations under, the Transaction Agreements have been duly and validly authorized by all requisite action on the part of the Company and no other corporate proceedings on the part of the Company is necessary to authorize the Transaction Agreements or to consummate the transactions so contemplated. This Agreement has been, and upon execution and delivery of the Ancillary Agreements, the Ancillary Agreements will be, duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by the other parties hereto or thereto, as applicable) this Agreement constitutes, and upon execution and delivery, the Ancillary Agreements will constitute, legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 3.3 No Conflict; Required Filings and Consents.

(a) The execution, delivery and performance of the Transaction Agreements by the Company, and the consummation of the transactions contemplated hereby and thereby, do not and will not (i) conflict with or violate the certificate of incorporation or by-laws of the Company, (ii) assuming that all consents, approvals and authorizations contemplated by clauses (i) and (ii) of subsection (b) below have been obtained and all filings described in such clauses

have been made, conflict with or violate any Law applicable to the Transferred Assets, the Business or the Company, (iii) result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of a benefit under, or give rise to any right of termination, cancellation, amendment, notice, approval, consent, waiver or acceleration pursuant to, any Contract binding upon the Company (with respect to the Transferred Assets) or the Business or (iv) result in the creation or imposition of any Lien (other than Permitted Liens) upon the Business or any of the Transferred Assets, except, in the case of clauses (ii) through (iv), as would not, individually or in the aggregate, reasonably be expected to (A) prevent or materially delay the consummation by the Company of the transactions contemplated by, or the performance by the Company of any of its obligations under, the Transaction Agreements or (B) be material to the Transferred Assets or the Business, in each case, taken as a whole.

(b) Other than as set forth in Section 3.3(b) of the Disclosure Schedule, the execution, delivery and performance by the Company of the Transaction Agreements do not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to, any Person (including any Governmental Entity), except for (i) the filing of a pre-merger notification and report by the Company under the HSR Act and (ii) any such consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not, individually or in the aggregate, reasonably be expected to (A) prevent or materially delay the consummation by the Company of the transactions contemplated by, or the performance by the Company of any of its obligations under, the Transaction Agreements or (B) be material to the Transferred Assets or the Business, in each case, taken as a whole.

Section 3.4 Financial Information; Absence of Undisclosed Liabilities.

(a) Attached hereto as Section 3.4(a) of the Disclosure Schedule are the following financial statements: (i) the unaudited combined balance sheet of the Business as of March 31, 2019 (the "Reference Balance Sheet") and the related combined statements of income and cash flows of the Business for the three-month period then ended; and (ii) the unaudited combined balance sheet of the Business as of December 31, 2018 and the related combined statements of income and cash flows of the Business for the fiscal year then ended (such financial statements referred to in (i) and (ii) and the Audited and Reviewed Financial Statements, collectively, the "Financial Statements"). The Financial Statements have been prepared in accordance with GAAP and are consistent with the books of account and other financial records of the Company with respect to the Business (except as may be indicated in the notes to any applicable audited Financial Statements), and the Financial Statements are accurate and complete in all material respects and fairly present, in all material respects, the financial position of the Business as of the dates thereof and for the periods referenced therein.

(b) Section 3.4(a) is qualified by the fact that the Business has not operated as a separate independent entity within the Company. As a result, for purposes of preparing the Financial Statements, certain charges and credits have been allocated, and certain Liabilities (including Tax Liabilities) and the cash flows related thereto have not been allocated, to the Business and the Transferred Assets. The charges and credits that have been allocated to the Business and the Transferred Assets do not necessarily reflect the amounts that would have resulted from arms-length transactions or the actual costs that would be incurred if the Business operated as an independent enterprise.

(c) There are no Liabilities of the Company Related to the Business which would be required (in accordance with GAAP) to be set forth on a combined balance sheet of the Business except for (i) Liabilities reflected or reserved against on the Reference Balance Sheet, (ii) Liabilities incurred in the ordinary course of business consistent with past practice since the date of the Reference Balance Sheet, (iii) Excluded Liabilities and (iv) Liabilities that would not reasonably be expected, individually or in the aggregate, to be material to the Transferred Assets or the Business, in each case, taken as a whole.

Section 3.5 Absence of Certain Changes or Events. From the date of the Reference Balance Sheet until the date of this Agreement, except in connection with the transactions contemplated by the Transaction Agreements, the Company has conducted the Business in the ordinary course consistent with past practice in all material respects, and except as otherwise disclosed in Section 3.5 of the Disclosure Schedule, from the date of the Reference Balance Sheet until the date of this Agreement, there has not occurred any change, impact, event, effect, circumstance and/or development (or combination of the foregoing) that (a) has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or (b) would reasonably be expected, individually or in the aggregate, to prevent or materially delay the consummation by the Company of the transactions contemplated by, or the performance by the Company of any of its obligations under, the Transaction Agreements.

Section 3.6 Absence of Litigation. There are currently no, and there have not been in the past three (3) years, Actions or Governmental Orders pending or outstanding or, to the Knowledge of the Company, threatened against the Company or any of its Subsidiaries (in each case, in respect of the Business, the Transferred Assets or the Assumed Liabilities), and, to the Knowledge of the Company, there are no facts or circumstances as of the date of this Agreement that could reasonably be expected to result in any Actions against, or any Liabilities of, the Company or any of its Subsidiaries (in each case, in respect of the Business, the Transferred Assets or the Assumed Liabilities) or the Business (including in respect of any Business Employee), at law or in equity or before or by any Governmental Entity, in each case, that would reasonably be expected to (i) be, individually or in the aggregate, material to the Transferred Assets or the Business, in each case, taken as a whole, or (ii) prevent or materially delay the consummation by the Company of the transactions contemplated by, or the performance by the Company of any of its obligations under, the Transaction Agreements.

Section 3.7 Compliance with Laws; Governmental Licenses and Permits.

(a) During the past three (3) years, the Business has been conducted in, and is currently being conducted in, compliance with all applicable Laws in all material respects. To the Knowledge of the Company, no investigation or review by any Governmental Entity with respect to the Business is pending or threatened, nor has any Governmental Entity indicated in writing to the Company or its Subsidiaries an intention to conduct the same. During the past three (3) years, neither the Company nor its Subsidiaries have received any written notice from any Governmental Entity indicating that it is or may be in violation of any applicable Laws with respect to the Business, except for such violations that would not reasonably be or expected to be, individually or in the aggregate, material to the Business or the Transferred Assets, in each case, taken as a whole.

(b) Without limiting the generality of Section 3.7(a), during the past five (5) years, in each case with respect to the Business, neither the Company nor any of its Subsidiaries, nor any of their respective officers, directors or employees nor, to the Knowledge of the Company, any other Persons acting on behalf of the Business, (i) has made, authorized, solicited or received any bribe, unlawful rebate, payoff, influence payment or kickback, (ii) has used or is using any corporate funds for any illegal contributions, gifts, entertainment, hospitality, travel, or other unlawful expenses, (iii) has violated or is violating any applicable anti-corruption Laws, or (iv) has, directly or indirectly, made, offered, authorized, facilitated, or promised any payment, contribution, gift, entertainment, bribe, rebate, kickback, financial or other advantage, or anything else of value, regardless of form or amount, to any (A) official or employee of a U.S. or foreign Governmental Entity, (B) officer, director, or employee of a U.S. or foreign government-owned or government-controlled enterprise, (C) U.S. or foreign political party or official thereof or any candidate for political office, (D) officer or employee of a public international organization, (E) other Person acting in an official capacity for or on behalf of any such Governmental Entity, enterprise, party, organization, or (F) officer, director, employee, agent, or representative of another company or organization without that company's or organization's knowledge and consent, in each case of the foregoing clauses (A) through (F) in order to obtain an improper advantage, induce the recipient to violate a lawful duty, or for any other improper purpose in violation of the Foreign Corrupt Practices Act of 1977, as amended, or any other similar applicable anti-corruption Laws in any material respect.

(c) The Company has all governmental qualifications, registrations, filings, privileges, franchises, licenses, permits, approvals, certificates or authorizations necessary to conduct the Business in all material respects as currently conducted and to own, lease and operate the Transferred Assets in all material respects as currently owned, leased or operated (the "Permits"). The Company holds all such Permits and has conducted the Business in compliance with all terms and conditions of such Permits in all material respects. Each such Permit is in full force and effect and no such Permit has been withdrawn, revoked, suspended or canceled, nor is any such withdrawal, revocation, suspension or cancellation pending, or to the Knowledge of the Company, threatened. A true, correct and complete list of all Permits, as of the date hereof, is set forth in Section 3.7(c) of the Disclosure Schedule.

Section 3.8 Sufficiency of the Transferred Assets; Title to Transferred Assets.

(a) Except for (i) the Excluded Assets, (ii) the Support Services, (iii) any services to be provided under the Transition Services Agreement, (iv) the Shared Contracts and (v) the IT Asset Contracts, the Transferred Assets constitute (taking into account all Ancillary Agreements (other than the Transition Services Agreement) and Third Party Rights) all of the assets, rights and properties necessary to conduct the Business as currently conducted and as conducted during the past twelve (12) months in all material respects; provided, however, that nothing in this Section 3.8(a) shall be deemed to constitute a representation or warranty as to (A) the adequacy of the amounts of cash or working capital or (B) any infringement of third party Intellectual Property.

(b) The Company (i) owns, and has good, valid and indefeasible title to, all of the Transferred Assets purported to be owned by it and (ii) has valid and subsisting leasehold interests in, all of the Transferred Assets (other than the Leased Real Properties, which are the subject of Section 3.14) purported to be leased by it, in each case, free and clear of any Liens other than Permitted Liens or Liens created by or through the Acquiror or any of its Affiliates. There are no outstanding agreements or options to sell which grant to any Person, other than the Acquiror, the right to purchase or otherwise acquire any of the Transferred Assets.

(c) The facilities and items of Equipment included in the Transferred Assets are in operating condition and good repair, with no known defects, ordinary wear and tear excepted, and are adequate for the uses to which they are being put, in all material respects.

Section 3.9 Intellectual Property.

(a) Section 2.1(a)(viii) of the Disclosure Schedule sets forth a complete and accurate list of all material Transferred IP as of the date hereof. Except as set forth in Section 3.9(a) of the Disclosure Schedule, the Company or one or more of its Subsidiaries exclusively owns all rights in its proprietary Intellectual Property comprising Transferred IP, free and clear of all Liens (other than Permitted Liens), and the registrations and applications in the Transferred IP are subsisting and unexpired and, to the Knowledge of the Company, valid and enforceable. The Company or its Subsidiaries have taken all actions necessary to maintain the registrations in the Transferred IP, including the payment of filing, examination, annuity, and maintenance fees and the filing of renewals, statements of use or working, affidavits of incontestability and other similar actions, and the Transferred IP are not subject to any maintenance fees or actions falling due within ninety (90) days hereof.

(b) Except as set forth in Section 3.9(b) of the Disclosure Schedule, to the Knowledge of the Company, since January 1, 2017 the Transferred IP has not been infringed, misappropriated or otherwise violated, and is not currently being infringed, misappropriated or otherwise violated by any Person, in each case, in any material respect. No Action contesting the validity, enforceability, ownership, registration or use of any such Transferred IP has been filed and is pending by any Person against the Company or any of its Subsidiaries, and the Company and its Subsidiaries have not since January 1, 2017 received any written claim or written notice of any such allegation and, to the Company's Knowledge, no such Action is threatened against the Business. Except as set forth on Section 3.9(b) of the Disclosure Schedule, the Company's conduct of the Business does not infringe, misappropriate or violate, and has not since January 1, 2017 infringed or violated, any Intellectual Property of any other Person, in each case, in any material respect. The Company has not, since January 1, 2017, received any written notice or written claim of any infringement, misappropriation or other violation by the Company or any of its Subsidiaries of any third party Intellectual Property rights arising out of, or used in the operation of the Business, and to the Company's Knowledge, no valid basis exists for any such notice or claim. No Transferred IP that is the subject of an issued letters patent, registration or is pending registration are the subject of any pending interference, opposition, cancellation, nullity, review, re-examination or other proceeding to which the Company has received notice placing in question the validity or scope of rights in such Intellectual Property.

(c) Except as set forth in Section 3.9(c) of the Disclosure Schedule, the proprietary Software included in the Transferred IP (i) contains no software code that imposes any limitation, condition or restriction on the use or distribution of such Transferred IP in any manner and (ii) to the Knowledge of the Company, contains no code that is harmful to or intended to interfere with any IT Asset. Except as set forth in Section 3.9(c) of the Disclosure Schedule, the IT Assets included in the Transferred IP are operational and fulfill the purposes for which they were acquired.

(d) The consummation of the transaction contemplated hereby will not cause (i) the loss, impairment or termination of any Transferred IP, or (ii) the grant to any Person other than Acquiror of any rights to any Transferred IP owned by the Company or its Subsidiaries.

Section 3.10 Environmental Matters.

(a) The Company in respect of the Business: (i) is in compliance in all material respects with all Environmental Laws applicable to the Business; (ii) has timely obtained and holds all material Environmental Permits (each of which is in full force and effect) required for the current ownership, use and operation of the Business, no such Permit has been withdrawn, revoked, suspended or canceled, nor, to the Knowledge of the Company, is any such withdrawal, revocation, suspension or cancellation pending and such Environmental Permits are listed in Section 3.7(c) of the Disclosure Schedule; (iii) is in compliance in all material respects with all terms and conditions of such Environmental Permits; and (iv) has not had any material and unresolved Liability arise under any Environmental Law or Environmental Permit and, to the Knowledge of the Company, there are no facts or circumstances that would reasonably be expected to result in material Liability under any Environmental Law or Environmental Permit.

(b) The Company in respect of the Business has not Released Hazardous Materials at any Leased Real Property or, to the Knowledge of the Company, at any other location that has or would reasonably be expected to result in any material Liability to the Company, the Transferred Assets or the Business under any applicable Environmental Laws.

(c) No material Actions, notices of violations, notice of "potential responsible party" liability, or information requests under any Environmental Law or Environmental Permit are pending or, to the Knowledge of the Company, threatened against the Business or against the Company in respect of the Business. With respect to the Business, no material Governmental Order has been issued to the Company under Environmental Laws or related to the Release of Hazardous Materials and, to the Knowledge of the Company, no such Governmental Order is threatened.

(d) The Company in respect of the Business has not assumed by contract or, to the Knowledge of the Company, by operation of Law or otherwise, any material Liability of any other Person that has or would reasonably be expected to arise under Environmental Law.

(e) The Company has furnished to the Acquiror copies of all Environmental Permits, and all "Phase I" or "Phase II" environmental site assessment reports and environmental compliance audits that are in the Company's possession or control Related to the Business or the Leased Real Property, and any other documents, pleadings, and Governmental Orders that relate to any material Liabilities of the Business under any Environmental Laws.

Section 3.11 Contracts.

(a) Except as set forth on Section 3.11 of the Disclosure Schedule (which (i) includes any amendment, supplement or modification to any Contract listed therein and (ii) shall not include Contracts that are invoices, statements of work or purchase orders entered into pursuant to the terms of other Contracts listed therein), as of the date hereof, neither the Company nor any of its Subsidiaries is a party to or bound by any of the following Contracts that are Related to the Business:

(i) any Contract with any staffing company, temporary employee agency, professional employer organization or other similar company or agency;

(ii) any collective bargaining agreement or similar Contract with an employee representative or labor group representing any Business Employees;

(iii) any Contract relating to Indebtedness or to mortgaging, pledging or otherwise placing a Lien (other than a Permitted Lien) on any of the Transferred Assets or letter of credit arrangements, surety or performance bonds, guarantee, support or similar arrangements;

(iv) any (A) Contract (or group of related Contracts) relating to or regarding Intellectual Property or (B) IT Asset Contract (excluding commercially available, off-the-shelf Software with a replacement cost or an annual license fee of less than $50,000 in the aggregate or for which the Company has made less than $50,000 in customized improvements in the aggregate);

(v) any Contract which prohibits the Company or any of its Subsidiaries from competing or otherwise freely engaging in the Business as currently conducted anywhere in the world in any material respect or that otherwise restricts any activities of the Company or any of its Subsidiaries with respect to the Business as currently conducted in any material respect;

(vi) any Contract for the sale of Products or services, in each case, containing “most-favored nation” pricing terms or any exclusive dealing arrangement or any “requirements” Contract;

(vii) any Shared Contract;

(viii) any Contract with any Material Customer or Material Supplier (excluding ordinary course task orders or service estimates containing terms and conditions materially consistent with the Company’s standard terms and conditions), and any other Contract which involves the payment by or to, performance of services by or for, or the delivery of goods by or to, or capital expenditures by, the Company in excess of $750,000 in the aggregate over the shorter of: (A) the term of such Contract or (B) the 2019 calendar year;

(ix) (A) any Contract relating to ownership of or investments in any business or enterprise and (B) partnership, joint venture, co-owner, limited liability company collaboration or strategic alliance or other similar Contract; and

(x) any Contract involving a Governmental Entity.

(b) Each Assumed Contract and each Contract disclosed or required to be disclosed on Section 3.11 of the Disclosure Schedule is a legal, valid and binding obligation of the Company, and, to the Knowledge of the Company, each other party to such Contract, and is enforceable against the Company, and, to the Knowledge of the Company, each such other party in accordance with its terms subject, in each case, to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and neither the Company nor, to the Knowledge of the Company, any other party to such Contract is in material default or material breach of such Contract, and, to the Knowledge of the Company, there does not exist any event, condition or omission that would constitute such a material default or material breach (whether by lapse of time or notice or both) under any Assumed Contract or any Contract disclosed or required to be disclosed on Section 3.11 of the Disclosure Schedule. Since January 1, 2018, the Company has not received any written notice of termination or nonrenewal with respect to any Assumed Contract or any Contract disclosed or required to be disclosed on Section 3.11 of the Disclosure Schedule and, to the Knowledge of the Company, no other party to any such Contract intends to provide any such notice.

Section 3.12 Employee Benefit Plans.

(a) Section 3.12(a) of the Disclosure Schedule sets forth, as of the date hereof, a list of each material "employee benefit plan" (within the meaning of Section 3(3) of ERISA), and any qualified or nonqualified retirement, deferred compensation, severance, change in control, employment or retention plan, program or agreement, and vacation, incentive, bonus, life, disability or other insurance, equity or equity-based compensation plan, program or policy (x) sponsored, maintained, contributed to or required to be contributed to, by the Company and which provides compensation or benefits to any Business Employee or 1099 Contractor or (y) with respect to which the Company or any ERISA Affiliate thereof has any Liability in respect of any Business Employee or 1099 Contractor, but other than any "multiemployer plan" (as defined in Section 3(37) of ERISA) (collectively, the "Company Plans"). The Company has provided to the Acquiror each Assumed Company Plan and, with respect to each Company Plan other than an Assumed Company Plan, the Company has provided to the Acquiror, to the extent applicable, (i) the current plan document or other written information reasonably required for the Acquiror to satisfy its obligations under Article VI and (ii) with respect to each qualified defined contribution plan, a favorable IRS determination or opinion letter.

(b) Each Company Plan has been established, operated and administered in all material respects in accordance with its terms, ERISA, the Code and all other applicable Law. Each of the Company Plans intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS, and nothing has occurred that could reasonably be expected to adversely affect such qualification.

(c) Except as set forth on Section 3.12(c) of the Disclosure Schedule, no Company Plan is subject to Title IV of ERISA and neither the Company nor any of its ERISA Affiliates has at any time within the previous six (6) years contributed to, or has had any Liability or obligation in respect of, any Company Plan subject to Title IV of ERISA. No Company Plan is a "multiemployer plan" (as defined in Section 3(37) of ERISA).

(d) Except as set forth on Section 3.12(d) of the Disclosure Schedule, no Company Plan exists that, as a result of the execution of this Agreement or the transactions contemplated by this Agreement (whether alone or in connection with any subsequent event(s)), would reasonably be expected to (i) trigger or entitle any Business Employee to any payment or benefits (including, without limitation, change in control payments, retention payments or severance or any increase in severance pay upon any termination of employment after the date of this Agreement) or (ii) accelerate the time of payment or vesting or result in any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or result in any other obligation pursuant to, any of the Company Plans with respect to any Business Employee.

(e) No Company Plan provides for post-employment health, life or other welfare benefits to Business Employees other than as required under Section 4980B of the Code and Title I, Subtitle B, Part 6 of ERISA ("COBRA") or any similar applicable state Law.

Section 3.13 Labor.

(a) The Company has made available to the Acquiror a correct and complete list of each Business Employee as of the date hereof and, to the extent applicable, his or her respective (i) title, (ii) location, (iii) current base salary or hourly wage rate or fees paid in 2018 and 2019 to date, (iv) date of hire or engagement, (v) employment classification (full-time or part-time and exempt or non-exempt), (vi) 2019 bonus target and 2018 bonus paid or currently accrued, (vii) commission or fee arrangement and commissions or fees paid in 2018 and 2019 to date, and (viii) annual vacation, sick leave and other paid time off allowance. The personnel set forth in such list includes only personnel who have worked primarily for the Business within the past twelve (12) months (or less based on such personnel's commencement date of employment with the Company), and the Company has not moved any personnel working primarily for the Business and being paid an annual base salary of $100,000 or more to another business of the Company or its Subsidiaries within the past twelve (12) months.

(b) Section 3.13(b) of the Disclosure Schedule sets forth, as of the date hereof, a correct and complete list of all of the individual 1099 Contractors as of the date of this Agreement, specifying for each the applicable commission or fee arrangement and commissions or fees paid or accrued for 2018 and 2019 to date.

(c) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Transferred Assets and the Business, taken as a whole, each Business Employee and 1099 Contractor who is a natural person is properly classified with respect to employment or contractor status for all purposes, including for employment, labor, benefits and Tax purposes.

(d) The Company is not a party to or bound by any collective bargaining agreement applicable to Business Employees, nor is any such agreement presently being negotiated. To the Knowledge of the Company, no campaigns are being conducted seeking to authorize representation of Business Employees by any labor union. No labor strike, material grievance, concerted slowdown, work stoppage, lockout or other material labor disruption is in effect or, to the Knowledge of the Company, threatened. Except as would not reasonably be expected to be, individually or in the aggregate, material to the Business, taken as a whole, since January 1, 2017, (i) there have been no Actions by or on behalf of any current, former or prospective Business Employee pending or, to the Knowledge of the Company, threatened in writing with respect to or relating to the employment practices of the Company and its Subsidiaries, and (ii) with respect to Business Employees, the Company and its Subsidiaries are and have been in compliance in all material respects with all applicable Laws relating to labor, employment and the termination thereof, including with respect to the classification of employees as exempt or non-exempt from overtime pay requirements, the proper classification of individuals as nonemployee contractors or consultants, and payments to any Business Employees for any wages, salaries, commissions, bonuses, vacation time, incentive payments or other direct compensation for any services performed by them to date.

(e) Except as would not reasonably be expected to be, individually or in the aggregate, material to the Transferred Assets and the Business, taken as a whole, each Person who provides services to the Business or who is classified by the Company as an employee of the Business is properly classified with respect to employment status for all purposes, including for employment, labor, benefits and Tax purposes.

Section 3.14 Real Property. Section 1.1(f) of the Disclosure Schedule sets forth, as of the date hereof, a true and complete list of all Leased Real Property, and Section 1.1(h) of the Disclosure Schedule sets forth, as of the date hereof, a true and complete list of all Contracts related to such Leased Real Property. The Company has furnished or made available to the Acquiror true and complete copies of each Real Estate Lease. Except as set forth on Section 3.14 of the Disclosure Schedule: (i) each Real Estate Lease is in full force and effect and is a valid and binding obligation on the Company and, to the Knowledge of the Company, each other party thereto; (ii) there is no material breach or material default under any Real Estate Lease by the Company or, to the Knowledge of the Company, any other party thereto; (iii) no event, circumstance or condition has occurred that with or without the lapse of time or the giving of notice or both would constitute a material breach or material default under any Real Estate Lease by the Company or, to the Knowledge of the Company, any other party thereto and, to the Knowledge of the Company, no security deposit or portion thereof deposited with respect to such Real Estate Lease has been applied in respect of a breach or default under such Real Estate Lease which has not been redeposited in full; and (iv) the Company has a good and valid leasehold interest in each Leased Real Property, free and clear of any Liens (other than Permitted Liens). Without limiting the generality of the foregoing, the Leased Real Property is not subject to any license, lease or tenancy of any kind (other than the Real Estate Leases) and there are no parties, other than the Company, occupying or having a right to occupy the Leased Real Property.

Section 3.15 Accounts Receivable; Inventory.

(a) All the Receivables included in the Transferred Assets and the Reference Balance Sheet have arisen from bona fide transactions in the ordinary course of business and represent or will represent valid obligations arising from sales actually made or services actually performed in the ordinary course of business and are not subject to any Liens (other than Permitted Liens), valid set off or counterclaim.

(b) All Inventory included in the Transferred Assets consists of a quality and quantity usable and salable in the ordinary course of business, except for obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value, or for which adequate reserves have been established, in the Closing Date Working Capital.

Section 3.16 Products Liability. The Company has not received any written notice since January 1, 2017 relating to, nor, to the Knowledge of the Company, are there any facts or circumstances which have resulted in, or would reasonably be expected to give rise to, any material Liability involving any Product manufactured, designed, shipped, marketed, produced, distributed or sold or services rendered by or on behalf of the Company in respect of the Business resulting from an alleged defect in manufacture, materials or workmanship, or any alleged failure to warn, or from any alleged breach of implied warranties or representations, or any alleged noncompliance with any applicable Laws, including Environmental Laws or otherwise. There has been no Product recall, withdrawal, seizure, rework or post-sale warning or similar action (collectively, a "Recall") conducted (and no such Recall is currently being conducted) by the Company or, to the Knowledge of the Company, any of its customers, since January 1, 2017 with respect to any Product manufactured (or to be manufactured), designed, shipped, marketed, produced, distributed or sold, or services rendered, by or on behalf of the Company in respect of the Business, or any investigation or consideration made by any director, officer or key employee thereof concerning whether to undertake or not undertake any Recall. No such Products or services are subject to any guaranty, warranty, or other indemnity other than pursuant to Contracts which have been provided by the Company prior to the date hereof.

Section 3.17 Brokers. Except for Citigroup Global Markets Inc. in connection with its rendering of investment banking advice to the Company and its Affiliates, whose fees and expenses will be paid by Company or its Affiliates, no broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with the sale of the Business, or the other transactions contemplated in the Agreement, based upon arrangements made by or on behalf of the Company or any of its Affiliates.

Section 3.18 Affiliated Transactions. Other than as set forth on Section 3.18 of the Disclosure Schedule, no officer, director, employee or Affiliate of the Company or any of its Subsidiaries, is a party to any Contract or transaction with the Company or any of its Subsidiaries that is Related to the Business or has any interest in any property, real, personal or mixed, tangible or intangible, Related to the Business.

Section 3.19 Customers and Supplier. Section 3.19 of the Disclosure Schedule sets forth (a) a complete and correct list of the ten (10) largest customers of the Business measured by sales of the Business for (i) the fiscal year ended December 31, 2018 and (ii) the three (3)-month period ended March 31, 2019 (the "Material Customers") and (b) a complete and correct list of the ten (10) largest suppliers, service providers or other similar business relations of the Business (the "Material Suppliers") measured by expenses by the Business for (i) the fiscal year ended December 31, 2018 and (ii) the three (3)-month period ended March 31, 2019, and sets forth opposite the name of each such Material Customer and Material Supplier the approximate dollar amount of net sales and/or amounts paid by the Company attributable to such Material Customer or Material Supplier for each such period. Since January 1, 2018, (i) no Material Customer has provided any written or, to the Knowledge of the Company, other notice to the effect that any such Material Customer intends to cease being a customer of the Business or materially decrease the rate of, or materially change the terms with respect to, buying products or services from the Business (whether as a result of the consummation of the transactions contemplated hereby or otherwise) and (ii) no Material Supplier has provided any written or, to the Knowledge of the Company, other notice to the effect that any such Material Supplier intends to cease doing business with the Business or materially decrease the rate of, or materially change the terms with respect to, supplying materials, products or services to the Business (whether as a result of the consummation of the transactions contemplated hereby or otherwise). The Company is not involved (and has not been involved since January 1, 2018) in any material claim, dispute or controversy with any Material Customer or Material Supplier.

Section 3.20 Insurance. The Company has in place policies of insurance which cover the Business, the Transferred Assets and the Assumed Liabilities in amounts and scope of coverage as set forth in Section 3.20 of the Disclosure Schedule (including insurer, expiration date and type (i.e., a "claims made" or an "occurrences" policy)) (collectively, the "Insurance Policies"), correct and complete copies of which have been provided by the Company to the Acquiror. Each Insurance Policy is in full force and effect and all premiums due thereunder are currently paid in accordance with the terms of such policy. The Company has not received any written notice that any Insurance Policy will be cancelled or will not be renewed. Except as set forth on Section 3.20 of the Disclosure Schedule, the Company (a) is not in material default with respect to its obligations under any of the Insurance Policies, (b) has not failed to give any notice of any material claim related to the Business under any Insurance Policy in due and timely fashion, nor has any coverage for current material claims been denied, (c) has not exhausted the aggregate limits of any of the Insurance Policies and (d) has not assigned (voluntarily or involuntarily) any proceeds received in respect of any material claim under any of the Insurance Policies.

Section 3.21 Tax Matters.

(a) Except as set forth on Section 3.21 of the Disclosure Schedule,

(i) all material Tax Returns which are required to be filed with respect to the Transferred Assets have been filed;

(ii) all material Taxes (whether or not shown on any Tax Return) with respect to the Transferred Assets and the Business, have been or will be (subject to any valid extensions) timely paid; and

(iii) there are no material Tax deficiencies, assessments or adjustments by a Tax authority with respect to the Transferred Assets or the Business which have not been resolved and paid in full, and there is no material Tax audit with respect to the Transferred Assets or the Business which is currently in progress.

(b) Nothing in this Section 3.21 shall be construed as providing a representation with respect to any taxable period (or portion thereof) beginning following the Closing Date.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE ACQUIROR

The Acquiror hereby represents and warrants to the Company that:

Section 4.1 Organization and Qualification. The Acquiror is duly incorporated, validly existing and in good standing under the Laws of Delaware and has all requisite corporate power and authority to enter into, consummate the transactions contemplated by, and carry out its obligations under, the Transaction Agreements. The Acquiror (i) has the corporate power and authority to own, lease its properties and to operate its business as currently owned, leased or operated and to carry on its business as currently conducted and (ii) is duly qualified or licensed to do business as a foreign corporation in each jurisdiction where the character of its owned, leased or operated properties or the nature of its activities makes such qualification or licensing necessary, except for jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to, individually or in the aggregate, prevent or materially delay the consummation by the Acquiror of the transactions contemplated by, or the performance by the Acquiror of any of its obligations under, the Transaction Agreements.

Section 4.2 Authority. The Acquiror has all necessary corporate power and authority to execute and deliver the Transaction Agreements, to perform its obligations thereunder and to consummate the transactions contemplated thereby. The execution and delivery by the Acquiror of the Transaction Agreements, the consummation by the Acquiror of the transactions contemplated by, and the performance by the Acquiror of its obligations under, the Transaction Agreements have been duly and validly authorized by all requisite action on the part of the Acquiror and no other corporate proceedings on the part of the Acquiror is necessary to authorize the Transaction Agreements or to consummate the transactions so contemplated. This Agreement has been, and upon execution and delivery of the Ancillary Agreements, the Ancillary Agreements will be, duly executed and delivered by the Acquiror, and (assuming due authorization, execution and delivery by the other parties hereto or thereto, as applicable) this Agreement constitutes, and upon execution and delivery, the Ancillary Agreements will constitute, legal, valid and binding obligations of the Acquiror enforceable against the Acquiror in accordance with their respective terms, subject to the effect of any applicable Laws relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Laws relating to or affecting creditors' rights generally and subject, as to enforceability, to the effect of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

Section 4.3 No Conflict; Required Filings and Consents.

(a) The execution, delivery and performance of the Transaction Agreements by the Acquiror, and the consummation of the transactions contemplated hereby and thereby, do not and will not (i) conflict with or violate the certificate of incorporation or by-laws or other organizational documents of the Acquiror, (ii) assuming that all consents, approvals and authorizations contemplated by clauses (i) and (ii) of subsection (b) below have been obtained, and all filings described in such clauses have been made, conflict with or violate any Law applicable to the Acquiror, (iii) result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of a benefit under, or give rise to any right of termination, cancellation, amendment, notice, approval, consent, waiver or acceleration pursuant to, any Contracts binding upon the Acquiror or (iv) result in the creation or imposition of any Lien (other than Permitted Liens) upon any of the Acquiror' s assets, properties or businesses, except, in the case of clauses (ii) through (iv), as would not reasonably be expected to, individually or in the aggregate, prevent or materially delay the consummation by the Acquiror of the transactions contemplated by, or the performance by the Acquiror of any of its obligations under, the Transaction Agreements.

(b) The execution, delivery and performance by the Acquiror of the Transaction Agreements do not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to, any Person (including any Governmental Entity), except for (i) the filing of a pre-merger notification and report by the Company under the HSR Act and (ii) any such consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not reasonably be expected to, individually or in the aggregate, prevent or materially delay the consummation by the Acquiror of the transactions contemplated by, or the performance by the Acquiror of any of its obligations under, the Transaction Agreements.

Section 4.4 Absence of Litigation. As of the date hereof, there are no Actions or Governmental Orders pending or outstanding or, to the Knowledge of the Acquiror, threatened against the Acquiror or any of its Affiliates, and, to the Knowledge of the Acquiror, there are no facts or circumstances as of the date hereof that could reasonably be expected to result in any Actions against the Acquiror or any of its Affiliates, in each case, that would reasonably be expected to, individually or in the aggregate, prevent or materially delay the consummation by the Acquiror of the transactions contemplated by, or the performance by the Acquiror of any of its obligations under, the Transaction Agreements.

Section 4.5 Financial Ability. The Acquiror will have, as of the Closing, unrestricted cash on hand available or access to cash under existing credit facilities which permit drawings thereunder without any further consent, in each case, sufficient to pay the Purchase Price and any other amounts payable by the Acquiror in connection with the transactions or adjustments contemplated by this Agreement.

Section 4.6 Brokers. No broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Acquiror or any of its Affiliates.

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.1 Conduct of Business Prior to the Closing. Without the prior written consent of the Acquiror, which consent shall not be unreasonably withheld, conditioned or delayed, or as otherwise specifically contemplated by this Agreement (including as set forth in Section 5.1 of the Disclosure Schedule) or unless required by applicable Law, from the date of this Agreement until the earlier of the Closing and the termination of this Agreement (the "Pre-Closing Period"), the Company shall (i) conduct the Business in all material respects in the ordinary course consistent with past practice and (ii) use its reasonable best efforts to maintain and preserve intact the Business, including its relationships with suppliers, customers, distributors, employees and other Persons having material business relationships with the Business. Without limiting the generality of the foregoing, and except as otherwise specifically contemplated by this Agreement (including as set forth in Section 5.1 of the Disclosure Schedule) or unless required by applicable Law, during the Pre-Closing Period, the Company shall not, in each case solely to the extent relating to the Business and the Transferred Assets, without the prior written consent of the Acquiror, not to be unreasonably withheld, conditioned or delayed:

(i) merge or consolidate with any other Person (unless the surviving entity assumes all liabilities and obligations of the Company under this Agreement) or enter into any joint venture, partnership or similar venture with any other Person with respect to the Business;

(ii) liquidate, dissolve, reorganize or otherwise wind up its business or operations;

(iii) make a voluntary assignment for the benefit of its creditors or file a voluntary petition of bankruptcy or insolvency or otherwise institute insolvency proceedings of any type;

(iv) except in the ordinary course of business consistent with past practice, grant any Lien (other than a Permitted Lien) on any material Transferred Assets (whether tangible or intangible), in each case subject to Section 2.5(f);

(v) sell, dispose, assign, transfer, lease, sublease, exclusively license, abandon, fail to maintain, pledge, encumber or otherwise dispose of any Transferred Assets, other than (A) the sale of Inventory in the ordinary course of business consistent with past practice or (B) sales or dispositions of obsolete assets (in each case to the extent fully reserved for or held at a zero balance on the Financial Statements), or sales or dispositions in connection with the normal repair or replacement of assets or properties;

(vi) (A) except in the ordinary course of business consistent with past practices or as may be required under any Company Plan or by applicable Law, materially increase or accelerate the compensation or benefits of any of its Business Employees or (B) enter into any employment, consulting, retention, change-of-control, severance or other similar agreement or arrangement with any of its Business Employees;

(vii) (A) terminate the employment of any Business Employee whose annual base salary is $100,000 or more (except for cause or as otherwise required by applicable Law), (B) hire any person or transfer any employee, in either case, so as to become a Business Employee (except as required by applicable Law or in replacement of a Business Employee whose employment with the Company has been terminated) or (C) transfer any employee who has not primarily worked for the Business during the previous twelve (12) months so as to become a Business Employee;

(viii) make any material change in any method of accounting or accounting practice or policy used by the Business in the preparation of its financial statements, other than such changes as are (A) required by applicable Law or GAAP or (B) otherwise generally applied to the Company and its Subsidiaries;

(ix) except in respect of the Retained Litigation, (A) compromise or settle any Action which would reasonably be expected to give rise to Liabilities to be borne by the Acquiror in excess of $250,000, individually, or $1,500,000, in the aggregate or (B) waive or settle any rights in respect of the Business or the Transferred Assets having a value in excess of $250,000, individually, or $1,500,000, in the aggregate or (C) otherwise agree to any material restriction on the operation of the Transferred Assets or the Business that would apply following the Closing;

(x) except in the ordinary course of business consistent with past practice, enter into, or amend, terminate or waive any material right under, any Assumed Contract or Real Estate Lease;

(xi) fail to keep current and in full force and effect or renew any material Permits or Transferred IP;

(xii) enter into any transactions or Contracts with Affiliates that would be binding on the Business, Transferred Assets or Assumed Liabilities after the Closing;

(xiii) take any action that would result in any material increase in any Support Obligation under any Assumed Contract or provide, post, deliver or enter into any new Support Obligations in an aggregate amount greater than $250,000 (except in replacement of any Support Obligations in place as of the date of this Agreement without increasing the obligations thereunder); or

(xiv) authorize, commit or agree to take any of the foregoing actions.

Section 5.2 Forbearances of the Acquiror. During the Pre-Closing Period, the Acquiror shall not, and shall cause its Affiliates not to, acquire or agree to acquire, by merging with or into or consolidating with, or by purchasing a substantial portion of the assets or equity in, or by any other manner, any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any assets, if entering into a definitive agreement relating to, or the consummation of such acquisition, merger or consolidation could reasonably be expected to: (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any Approval necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period; (ii) increase the risk of any Governmental Entity entering an Order prohibiting the consummation of the transactions contemplated by this Agreement; (iii) increase the risk of not being able to remove any such Order on appeal or otherwise; or (iv) delay or prevent the consummation of the transactions contemplated by this Agreement.

Section 5.3 Access to Books and Records; Confidentiality.

(a) During the Pre-Closing Period, the Company shall afford to the Acquiror and its Representatives, during normal business hours, at the Acquiror's sole expense (in each case to the extent of any actual out-of-pocket expenses incurred by the Company in connection therewith), reasonable access to the properties, books, records, Contracts and other information and personnel, in each case, Related to the Business as may be reasonably requested in writing by the Acquiror in connection with the consummation of the transactions contemplated hereby; provided that such access shall not unreasonably interfere with the normal business operations of the Business. Notwithstanding the foregoing, (i) such access shall not include access to perform invasive or destructive environmental sampling or testing; and (ii) the Company shall not be required to provide such access which the Company believes, in its reasonable judgment, it is prohibited from providing under any applicable Law or Permit or which, if provided to the Acquiror, would constitute a breach of any confidentiality obligation or a waiver by the Company of any attorney-client privilege (it being agreed that, in the event the restriction in this clause (ii) applies to any such information, the Company and the Acquiror shall reasonably cooperate to design and implement alternative disclosure arrangements to provide the Acquiror access to such information). The Company shall make available, or cause its Subsidiaries to make available, Transferred Employee personnel files only after the Closing Date and, with respect to any Transferred Employees, if and when the Acquiror provides the Company with notice that the applicable Transferred Employees have provided the Acquiror with a release permitting transfer of such files (provided, however, that neither the Company nor any of its Subsidiaries shall be required to make available medical records, workers' compensation records or the results of any drug testing in violation of applicable privacy Laws unless the applicable Transferred Employee has consented to such disclosure).

(b) The parties agree that the provisions of the Confidentiality Agreement, dated April 4, 2019, between the Company and the Acquiror (the "Confidentiality Agreement") shall continue in full force and effect following the execution and delivery of this Agreement, and all information obtained pursuant to Section 5.3(a) or otherwise concerning the Company or the Business furnished to the Acquiror in connection with the transactions contemplated by the Transaction Agreements shall be kept confidential in accordance with the Confidentiality Agreement. Effective upon the Closing, the Confidentiality Agreement shall terminate and shall be of no further force and effect.

Section 5.4 Further Action; Efforts.

(a) Subject to the terms and conditions of this Agreement, each of the Company and the Acquiror agrees to use its reasonable best efforts to take, or cause to be taken, all reasonable actions, and to do, or cause to be done, all things necessary, proper or advisable under any applicable Laws to consummate the transactions contemplated hereby as soon as practicable after the date hereof (but in any event prior to the End Date), including taking all actions to avoid or eliminate each and every impediment to Closing, obtaining any consent, authorization, license, permit, waiting period expiration, order or approval of, clearance from, or exemption by, any Governmental Entity required or advisable to be obtained or made by the Company or the Acquiror or any of their Affiliates in connection with the transactions contemplated by this Agreement (collectively, "Approvals").

(b) In furtherance and not in limitation of the foregoing, each of the Company and the Acquiror agrees (i) as promptly as practicable, and in any event no later than ten (10) Business Days after the date of this Agreement, to prepare and submit a Notification and Report Form as required under the HSR Act, and (ii) as promptly as practicable following the receipt thereof, respond to (or properly reduce the scope of) any formal or informal request for additional information or documentary material received by either the Company or the Acquiror from any Governmental Entity and to take all other actions necessary, proper or advisable to cause the expiration or termination of the applicable waiting periods under the HSR Act as soon as practicable. The payment of all filing fees under the HSR Act shall be borne equally (i.e., 50/50) by the Acquiror, on the one hand, and the Company, on the other hand.

(c) Subject to applicable confidentiality restrictions or other restrictions required by applicable Law, the Company and the Acquiror will notify each other promptly upon the receipt of any request, investigation, comment, question or other inquiry from any officials of any Governmental Entity in connection with any filings made pursuant to this Section 5.4, and shall cooperate in responding to any such request, investigation, comment, question, or inquiry. Without limiting the generality of the foregoing, each of the Company and the Acquiror shall cooperate with each other and consider the good faith views of the other party with respect to all analyses, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of either party to any Governmental Entity in connection with the transactions contemplated by this Agreement and, to the extent permitted by applicable Law and by the applicable Governmental Entity, each of Company and the Acquiror shall give each other the opportunity to attend and participate in any substantive meetings, discussions, or conferences with any Governmental Entity taken pursuant to this Section 5.4. The Company and the Acquiror may, as each deems advisable and necessary, designate any competitively sensitive material provided to the other pursuant to this Section 5.4(c) as "Antitrust Counsel Only Material," in which case such material and the information contained therein shall be given only to the outside antitrust counsel of the recipient and will not be disclosed by such outside counsel to employees, officers or directors of the recipient unless express permission is obtained in advance from the source of the materials or its legal counsel. Notwithstanding anything to the contrary in this Section 5.4, materials provided pursuant to this Section 5.4(c) may be redacted (i) to the extent necessary to comply with contractual arrangements and (ii) to the extent necessary to address reasonable privilege and confidentiality concerns.

(d) Notwithstanding anything in this Agreement to the contrary, neither the Acquiror nor the Company, nor any of their respective Affiliates, in each case as applicable, shall be required to take any of the following actions: (i) propose, negotiate, offer to commit and effect, by consent decree, hold separate order, or otherwise, the sale, divestiture or disposition of the Business or any Transferred Assets or any other properties, rights, assets, businesses, product lines or services of the Acquiror or any of its Affiliates, (ii) otherwise agree to take any action that would limit the Acquiror's or its Affiliates' freedom of action, ownership or control with respect to the Business or any Transferred Assets or any other properties, rights, assets, businesses, product lines or services of the Acquiror or any of its Affiliates, (iii) terminate any Contract or other business relationship, or (iv) extend any waiting period with any Governmental Entity without the consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that (A) each party shall cooperate with the other and use its reasonable best efforts to oppose any request for, the entry of, and seek to have vacated or terminated, any order, judgment, decree, injunction or ruling of any Governmental Entity that would reasonably be expected to restrain, prevent or delay the Closing, including by defending through litigation, any action asserted by any Person in any court or before any Governmental Entity and (B) the Acquiror agrees (and none of the obligations set forth in this clause (B) will be limited or qualified by "reasonable best efforts"), to the extent required by any Governmental Entity to consummate the transactions contemplated by this Agreement prior to the End Date, to (1) propose, negotiate, offer to commit and effect, by consent decree, hold separate order or otherwise, the sale, divestiture or disposition of a portion of the Business or any of the Transferred Assets, (2) otherwise agree to take any action that would limit the Acquiror's or its Affiliates' freedom of action, ownership or control in each case with respect to the Business or any Transferred Assets, or (3) terminate any Contract or other business relationship of the Business (each of the actions referred to in clauses (1) through (3), a "Remedial Action"), in each case of the foregoing clauses (1) through (3), so long as such required Remedial Action would not, individually or in the aggregate, reasonably be expected to have a material adverse impact on the Business; provided further, however, that the consummation of any such required Remedial Action shall be conditioned upon the occurrence of the Closing.

Section 5.5 Third Party Consents; Shared Contracts; IT Asset Contract.

(a) The Company shall use commercially reasonable efforts to obtain any consent of any Person (other than Governmental Entities) required to consummate and make effective the transactions contemplated by this Agreement (other than the consent from a counterparty to any Assumed Contracts pursuant to which the Company or any of its Subsidiaries is obligated to pay, or has the right to receive, less than $250,000 in any twelve (12)-month period). The Acquiror agrees to cooperate reasonably with the Company in obtaining such consents. To the extent that the Company is unable to obtain such consents prior to the Closing (such consents, the "Post-Closing Consents"), the Company shall, until the first (1st) anniversary of the Closing, use commercially reasonable efforts to make or obtain (or cause to be made or obtained), as promptly as practicable, all Post-Closing Consents. The Acquiror agrees to cooperate reasonably with the Company in obtaining such Post-Closing Consents.

(b) The Company shall use commercially reasonable efforts to cause each Shared Contract to be separated into separate Contracts between the applicable third party and each of (i) the Business, on the one hand, and (ii) the business retained by the Company, on the other hand (it being understood that, in connection with such separation, the Company shall not, subject to Section 5.5(e), (A) commit to make any payments other than cash payments that are Excluded Liabilities or otherwise paid in full prior to the Closing or (B) make any non-monetary concessions that would purport to bind the Business or Acquiror or any of its Affiliates following the Closing). The Acquiror shall reasonably cooperate with the Company in effecting the separations of such Shared Contracts. The Company shall use commercially reasonable efforts prior to the Closing and, to the extent not achieved prior to the Closing, then for twelve (12) months thereafter, in effecting the separation of such Shared Contracts on substantially the same terms as currently in effect or other terms reasonably mutually agreeable by the Acquiror and the Company. After the Closing and for twelve (12) months thereafter, until any separate Contract (if any) is obtained therefor the Acquiror shall reasonably cooperate with the Company, and the Company shall use its commercially reasonable efforts to obtain for the Acquiror, at no cost to the Company or the Acquiror or any of their respective Affiliates, an arrangement with respect thereto to provide for the Acquiror substantially comparable benefits therein and to otherwise put the Acquiror and the Company in the position they would have been in had the rights and Liabilities relating to the Business been transferred at the Closing. In furtherance of the foregoing, if the Company or the Acquiror receives any benefit or payment which under any Shared Contract was intended for the other party, the Company and the Acquiror shall deliver such benefit or payment to the other party.

(c) During the Pre-Closing Period, the Company and the Acquiror shall reasonably cooperate to address the treatment of each IT Asset Contract in a manner to be contemplated by the Transition Services Agreement (it being understood that any such agreed-upon treatment shall not become effective until the Closing). To the extent any right under any IT Asset Contract is transferred to the Acquiror or its Affiliates, or any Liability under any IT Asset Contract is assumed by the Acquiror or its Affiliates, either pursuant to this Section 5.5(c) at the Closing or pursuant to the Transition Services Agreement following the Closing, such right or Liability, as applicable, shall be deemed to be a Transferred Asset or Assumed Liability, as applicable, for purposes of this Agreement.

(d) The Company shall request and use commercially reasonable efforts to obtain at or prior to the Closing a customary form of landlord estoppel certificate in connection with the Leased Real Property.

(e) For purposes of this Section 5.5, the term "commercially reasonable efforts" shall not be deemed to require any Person to incur, pay, reimburse or provide any commitment, liability, compensation, consideration or charge, or commence or be a plaintiff in any Action or otherwise agree to any contractual modification, in each case, in favor of any Person from whom any consent or waiver may be required.

Section 5.6 Exclusivity. During the Pre-Closing Period, the Company shall not, and shall not cause its Representatives to, directly or indirectly, solicit, initiate, knowingly encourage, knowingly facilitate or enter into any negotiation, discussion or Contract, with any other party (other than the Acquiror and its Representatives) with respect to, or furnish any

confidential or non-public information relating to, the Business, the Transferred Assets or the Assumed Liabilities, or afford access to the business, properties, assets, liabilities, books or records of the Business, to such other party, in each case in connection with, the sale of , or other material transaction involving, the Business or the Transferred Assets (an "Acquisition"). Until the earlier of the Closing and such time as this Agreement is terminated in accordance with Article IX, the Company shall promptly notify the Acquiror if any Person makes any proposal, offer, inquiry or contact with respect to any Acquisition and shall provide Acquiror with the terms thereof.

Section 5.7 Contact with Customers and Suppliers. During the Pre-Closing Period, to the extent permitted by applicable Law, the Company and the Acquiror shall reasonably cooperate in communicating with the customers and suppliers of the Business concerning the transactions contemplated hereby, including the Acquiror's intentions concerning the operation of the Business following the Closing. During the Pre-Closing Period, the Acquiror and its Representatives shall contact or communicate with the customers and suppliers of the Business in connection with the transactions contemplated hereby only with the prior written consent of the Company, which shall not be unreasonably withheld and may be conditioned upon a designee of the Company being present at any meeting or conference. For the avoidance of doubt, nothing in this Section 5.7 shall prohibit the Acquiror from contacting the customers and suppliers of the Business in the ordinary course of the Acquiror's businesses for the purpose of selling products of the Acquiror's businesses or for any other purpose unrelated to the Business or the transactions contemplated by this Agreement.

Section 5.8 Audited and Reviewed Financial Statements. The Company shall use its reasonable best efforts to furnish to the Acquiror by May 31, 2019 (and in any event the Company shall furnish to the Acquiror at or prior to the Closing) (a) the audited combined balance sheet of the Business as of December 31, 2018 and December 31, 2017 and the related combined statements of income and cash flows of the Business for the fiscal years ended December 31, 2018, December 31, 2017 and December 31, 2016, and (b) the unaudited, but reviewed, combined balance sheet of the Business as of March 31, 2019 and the related combined statements of income and cash flows of the Business for the three (3) months ended on March 31, 2019 and March 31, 2018 (collectively, the "Audited and Reviewed Financial Statements"), in each case in a form that complies with the requirements of Item 9.01(a) of Form 8-K and Rule 3-05 of Regulation S-X under the Securities Exchange Act of 1934, as amended, for a business acquisition required to be described in answer to Item 2.01 of Form 8-K. Further, the Company shall use its reasonable best efforts to furnish to the Acquiror at or prior to the Closing such financial data, audit reports and other information of the Business of the type required by Regulation S-X and Regulation S-K under the Securities Act of 1933, as amended, for registered public offerings of securities by the Acquiror or one of its Affiliates, in each case, as may be reasonably requested by the Acquiror in writing no later than ten (10) days prior to the Closing. Following the delivery of the Audited and Reviewed Financial Statements by the Company to the Acquiror in accordance with this Section 5.8, the Company shall use its reasonable best efforts to promptly cause and enable its auditors to provide to the Acquiror (and not withdraw) their consent to incorporation by reference into any registration statements filed by the Acquiror or its Affiliates under the Securities Act of 1933, as amended, of their audit reports with respect to the Audited and Reviewed Financial Statements.

Section 5.9 Credit and Performance Support Obligations. The Acquiror agrees to use commercially reasonable efforts to cause the Company and its Affiliates to be absolutely and unconditionally relieved on or prior to the Closing Date of all Liabilities and obligations arising out of any guaranties, letters of credit, performance bonds and other similar items issued and outstanding in connection with or for the benefit of the Business or in respect of the Transferred Assets (such Liabilities and obligations contained in Section 5.9 of the Disclosure Schedule, the "Support Obligations"; provided that the Company may supplement the Liabilities and obligations listed on Section 5.9 of the Disclosure Schedule from time to time prior to Closing to include any additional Support Obligations relating to the Transferred Assets entered into in accordance with this Agreement), including by causing one or more of the Acquiror or its Affiliates to be substituted in all respects for the Company and its Affiliates in respect of such Support Obligations. To the extent the Company or any of its Affiliates is not absolutely and unconditionally relieved of all Support Obligations on or prior to the Closing Date, the Acquiror shall, from and after the Closing, indemnify the Company and its Affiliates against all Losses of any kind whatsoever with respect to such failure and from and against any continuing Support Obligations (each such Support Obligation, until such time as it is released in accordance with this Section 5.9, a "Continuing Support Obligation"). From and after the Closing, the Acquiror agrees to continue to use commercially reasonable efforts to absolutely and unconditionally relieve the Company and its Affiliates of all Continuing Support Obligations as promptly as practicable after the Closing Date. To the extent that the Company or any of the Company's Affiliates has any performance obligations under any Continuing Support Obligations from and after the Closing, the Acquiror shall use reasonable best efforts to (x) perform, or cause its Affiliates to perform, such obligations on behalf of the Company or such Affiliate or (y) otherwise take such action as reasonably requested by the Company or such Affiliate so as to put the Company or such Affiliate in the same position as if the Acquiror had performed or was performing such obligations.

Section 5.10 Termination of Certain Support Services and Affiliated Transactions.

(a) The Acquiror acknowledges that the Business currently receives from the Company and its Affiliates certain administrative and corporate services and benefits of a type generally provided to other businesses and Subsidiaries of the Company, each category of which is set forth on Section 5.10(a) of the Disclosure Schedule (the "Support Services"). The Acquiror and the Company acknowledge that, except as provided in the Transition Services Agreement, the Support Services shall cease at Closing, and all agreements and arrangements (whether or not in writing) in respect thereof shall terminate as of the Closing, with no further obligation of any party thereto.

(b) All Contracts required to be disclosed on Section 3.18 of the Disclosure Schedule shall be terminated on or prior to the Closing such that, following the Closing, no party to any such Contract will have any further Liability thereunder.

Section 5.11 Pre-Closing Insurance Matters.

(a) The Acquiror acknowledges that the policies and insurance coverage maintained on behalf of or for the benefit of the Business are part of the corporate insurance program maintained by the Company and its Subsidiaries (such policies, the "Corporate Policies"), and such policies will not be transferred to the Acquiror or the Business. On and after the Closing, except as set forth in Section 2.1(a), the Company shall retain all right, title and interest in and to the Corporate Policies, including the right to any credit or return premiums due, paid or payable in connection with the termination thereof. Except during the six-year period after the Closing as provided in Section 5.11(b), the Acquiror shall not, and shall cause its Affiliates not to, assert, by way of claim, Action or otherwise, any right to any Corporate Policy or any benefits under any such Corporate Policy.

(b) With respect to any events or circumstances pertaining to the Business that relate to the period prior to the Closing and are eligible for coverage under any occurrence-based Corporate Policy in effect as of the Closing (such events or circumstances, a "Pre-Closing Insurance Matter"), for a period of six (6) years after the Closing, the Company will use its commercially reasonable efforts to provide the Acquiror with access to such Corporate Policies and shall reasonably cooperate with the Acquiror, and take commercially reasonable actions to assist the Acquiror in submitting claims with respect to such Pre-Closing Insurance Matter. For a period of six (6) years after the Closing, the Company will renew on substantially similar terms all claims made and discovery-based Corporate Policies that are in effect at the time of the Closing that would provide coverage for the Business for events or circumstances pertaining to the Business that relate to the period prior to the Closing and will use its commercially reasonable efforts to provide the Acquiror with access to such policies. The Acquiror and its Affiliates shall be solely responsible for (i) any deductibles or self-insured retentions with respect to such Pre-Closing Insurance Matter, (ii) any out-of-pocket costs and expenses of the Company or its Subsidiaries (including reasonable attorneys' fees) with respect to such Pre-Closing Insurance Matter that are not covered under the relevant Corporate Policy and (iii) any collateral requirements with respect to such Pre-Closing Insurance Matter. For the avoidance of doubt, neither the Acquiror nor any of its Affiliates shall have, and the Acquiror shall not and shall cause its Affiliates not to seek, (x) any rights with respect to any self-insurance programs of the Company or any of its Subsidiaries, (y) any rights under any fronting insurance programs or arrangements of the Company or its Subsidiaries or (z) any rights to cause the Company or any of its Subsidiaries to pay any deductible or self-insured retention amount with respect to any claim. To the extent the Company or its Subsidiaries, as applicable, have claims under any Corporate Policy and such claims (along with any other claims previously made under the relevant Corporate Policy), together with the claims for any Pre-Closing Insurance Matter, would exceed the maximum coverage available under such Corporate Policy, the claims of the Company and its Subsidiaries shall take precedence over the Pre-Closing Insurance Matter. The Acquiror shall notify the Company promptly of any such Pre-Closing Insurance Matter for which it seeks coverage on behalf of the Business and each party shall keep the other fully informed regarding the status of the Pre-Closing Insurance Matter. The Company and its Subsidiaries shall have no obligation to maintain any Corporate Policies beyond their current terms.

Section 5.12 Retained Litigation.

(a) Notwithstanding anything to the contrary in this Agreement, the Company shall, at its own expense, or at the expense of its insurers or indemnitors, and with counsel selected by the Company or its insurers in their sole discretion ("Company Counsel"), have the right to continue to direct, prosecute and defend the Retained Litigation in its sole discretion.

After the Closing, the Acquiror shall, and shall cause its Affiliates and its Affiliates' Representatives to, in each case at the Company's sole cost and expense, reasonably cooperate with the Company in connection with the prosecution and defense by the Company of the Retained Litigation, including by (i) making Business personnel reasonably available for interviews, consultations, preparation, meetings, depositions, trial testimonies or pre-testimony preparation, physically (in each case only to the extent in or around Tulsa, Oklahoma, except in the event of an actual trial located elsewhere) or telephonically, in each case, as the Company or Company Counsel shall request in writing with as much advance notice as practicable given the applicable circumstances (provided, that, to the extent such Business personnel are made available to the Company pursuant to this clause (i), they shall be deemed to be consultants of the Company in connection with any such assistance so provided), and (ii) providing the Company and Company Counsel access to, such information, documents and records as shall be necessary for the prosecution and defense of the Retained Litigation (in each case only to the extent the Company or Company Counsel do not have access to such information, documents and records following the Closing), and the Acquiror shall retain such information, documents and records upon the Company's or Company Counsel's written request. The Company shall use its reasonable best efforts to schedule any such activity in a manner that is the least inconvenient for the Acquiror and its personnel and nothing in this Agreement shall require the Acquiror or any of its Affiliates (including the Business) to file any claims or other court papers or actively initiate any claim for Losses relating to the Retained Litigation against any Person. In the event of any deposition, testimony or other similar proceedings involving the Acquiror or its Affiliates or their respective Representatives, the Acquiror shall be permitted to participate therein with one counsel of its own at the Company's sole cost and expense.

(b) The Company and its insurers, in their sole discretion, shall have the right to settle or compromise or consent to the entry of any judgment with respect to the Retained Litigation; provided, however, that the Company may not enter into any settlement or compromise or consent to the entry of any judgment with respect thereto without the prior written consent of the Acquiror to the extent the proposed settlement, compromise or judgment (i) would result in any restrictions on the operations of the Acquiror, its Affiliates or the Business (other than requirements that such Persons operate in accordance with applicable Laws and de minimis procedural requirements), or (ii) would reasonably be expected to adversely affect the reputation of the Acquiror, its Affiliates or the Business in any material respect, including through an admission of wrongdoing by any such Person. For the avoidance of doubt, the Company entering into a settlement agreement that does not contain an admission of wrongdoing will not be deemed to adversely affect the reputation of the Acquiror, its Affiliates or the Business for the purposes of this Section 5.12(b) in any material respect. The Company shall use its reasonable best efforts to cause such settlement agreement to contain customary confidentiality provisions applicable to each party thereto.

(c) For the avoidance of doubt, (i) the Company shall, without duplication, pay (or shall cause to be paid) promptly, and in any event within ten (10) Business Days following the Acquiror's written request, all out-of-pocket costs and expenses of the Acquiror, its Affiliates and their respective Representatives in connection with all cooperation related to the Retained Litigation (whether specifically contemplated by this Section 5.12 or otherwise), and (ii) any obligations under any such settlement, compromise or judgment contemplated by Section 5.12(b) shall be deemed to be Excluded Liabilities hereunder.

Section 5.13 Collection of Receivables. The Acquiror shall have the right and authority, from and after the Closing, to collect for its own account all Receivables of the Business included in the Transferred Assets (the "Closing Receivables") and to endorse with the name of the Company any checks or drafts received with respect to any Closing Receivables. From and after the Closing, the Company shall (i) deliver to the Acquiror such documentation of, and information relating to, the Closing Receivables as the Acquiror shall reasonably request and (ii) promptly deliver to the Acquiror any cash or other property received by the Company and its Affiliates in respect of any Receivables to be transferred pursuant to Section 2.1(a)(iv) and the Acquiror shall reimburse the Company for its reasonable and documented out-of-pocket expenses incurred in connection therewith. From and after the Closing Date, the Acquiror promptly shall deliver or cause to be delivered to the Company any proceeds of Receivables received directly or indirectly by the Acquiror with respect to any Excluded Assets or businesses or assets of the Company and its Affiliates other than the Transferred Assets or the Business, and the Company shall reimburse the Acquiror for its reasonable and documented out-of-pocket expenses incurred in connection therewith. Each party shall reasonably cooperate with the other party in furtherance of the foregoing.

Section 5.14 Post-Closing Cooperation.

(a) After the Closing, upon reasonable notice, the Acquiror and the Company shall furnish or cause to be furnished to each other and their employees, counsel, auditors and other Representatives reasonable access (including the ability to make copies), during normal business hours, to such employees, counsel, auditors and other Representatives, Books and Records within the control of such party or any of its Affiliates as is reasonably necessary for (i) financial reporting, Tax and accounting matters and (ii) defense or prosecution of litigation and disputes with third parties.

(b) Each of the Company and the Acquiror will retain all Books and Records and other documents pertaining to the Business in existence on the Closing Date for a period equal to the earlier of five (5) years following the Closing and the dissolution of the Company or the Acquiror, as the case may be, pursuant to applicable Law; provided that no such Books and Records or other documents shall be destroyed or disposed of by any retaining party during such five (5) year period without first advising the other party in writing and giving such party a reasonable opportunity to obtain possession thereof for the purposes permitted by this Section 5.14.

(c) Each party shall reimburse the other for reasonable out-of-pocket costs and expenses incurred in assisting the other pursuant to this Section 5.14. Neither party shall be required by this Section 5.14 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations.

Section 5.15 License to Company Marks.

(a) The Company hereby grants to Acquiror and its Affiliates a worldwide, non-exclusive, non-sublicensable, non-assignable, royalty free and fully paid-up license to use the Company Marks, solely in a manner consistent with past practice and customary "phase out" use: (i) on websites, for 30 days after the Closing Date; (ii) on business cards, purchase orders,

invoices, sales orders, letterhead, shipping documents and other materials, for 90 days after the Closing Date (provided that the Acquiror shall, as soon as practicable after the Closing Date, use commercially reasonable efforts to make clear in such materials that it is not currently affiliated with the Company); and (iii) on all other materials such as signs, products and product packaging, for 180 days after the Closing Date.

(b) Except as otherwise provided in this Section 5.15, the Acquiror and its Affiliates shall cease and discontinue all uses of the Company Marks on the Closing Date; provided, that, for the avoidance of doubt, the Acquiror and its Affiliates shall be permitted, subject to Section 11.4, to communicate to third parties in a non-trademark manner that the Acquiror has purchased the Business from the Company and reference the Company's name in a non-trademark manner in such communications.

(c) The Acquiror, for itself and its Affiliates, acknowledges and agrees that, except to the extent expressly provided in this Section 5.15, neither the Acquiror nor any of its Affiliates shall have any rights to use any of the Company Marks and neither the Acquiror nor any of its Affiliates shall contest the ownership or validity of any rights of the Company or any of its Affiliates in or to any of the Company Marks.

Section 5.16 Non-Competition; Non-Hire.

(a) The Company agrees that from the Closing until the fourth (4th) anniversary of the Closing, it will not (and will cause its Controlled Affiliates not to), directly or indirectly, engage in, manage, participate in, operate, control or invest in any business anywhere in the world that is competitive with the Business. Notwithstanding the foregoing, this Section 5.16(a) shall not prohibit (i) the Company, directly or through any Controlled Affiliate, from conducting any business activities conducted by it as of the date of this Agreement (other than the Business), and the business activities required of the Company pursuant to the Ancillary Agreements and pursuant to this Agreement; (ii) the Company, directly or through any Controlled Affiliate, from investing in or holding not more than 10% of the outstanding capital stock or other ownership interests of any Person, in each case so long as such investment or interest is passive and the Company does not receive any board representation or other control rights in connection therewith; and (iii) the Company, directly or through any Controlled Affiliate, from hereafter acquiring and continuing to own and operate any entity which has operations that compete with the Business if such operations account for no more than 10% of such entity's consolidated revenues at the time of such acquisition.

(b) The Company agrees that from the Closing until the second (2nd) anniversary of the Closing, it will not, and will cause its Controlled Affiliates not to, directly or indirectly, solicit for employment or hire any employee of Parent or any of its Subsidiaries. Notwithstanding the foregoing, this Section 5.16(b) shall not be violated by the solicitation or hiring of any such employee (i) through advertisements in newspapers, trade periodicals or the like (or other solicitations directed at the public, or general segments of the public, in general) or through the services of executive search firms engaged in a broad-based search (and not engaged for the purpose of circumventing such provisions), in each case, so long as such advertisements or searches are not specifically targeted at employees of Parent or any of its Subsidiaries, (ii) who has left the employment of Parent and its Subsidiaries at least six (6) months prior to such solicitation or hiring or (iii) whose employment has been terminated by Parent or any of its Subsidiaries.

(c) The Acquiror agrees that from the Closing until the second (2nd) anniversary of the Closing, it will not, and will cause its Controlled Affiliates not to, directly or indirectly, solicit for employment or hire any employee of the Company or any of its Subsidiaries. Notwithstanding the foregoing, this Section 5.16(c) shall not be violated by the solicitation or hiring of any such employee (i) through advertisements in newspapers, trade periodicals or the like (or other solicitations directed at the public, or general segments of the public, in general) or through the services of executive search firms engaged in a broad-based search (and not engaged for the purpose of circumventing such provisions), in each case, so long as such advertisements or searches are not specifically targeted at employees of the Company or any of its Subsidiaries, (ii) who has left the employment of the Company and its Subsidiaries at least six (6) months prior to such solicitation or hiring or (iii) whose employment has been terminated by the Company or any of its Subsidiaries.

(d) If a final judgment of a court or tribunal of competent jurisdiction determines that any term or provision contained in this Section 5.16 is invalid or unenforceable, then the parties agree that the court or tribunal will have the power (but without affecting the right of the Company or the Acquiror to obtain the relief provided for in this Section 5.16 in any jurisdiction other than such court's or tribunal's jurisdiction) to reduce the scope, duration or geographic area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. To the extent it may effectively do so under applicable Law, each of the Company and the Acquiror hereby waives on its own behalf and on behalf of its successors, any provision of Law which renders any provision of this Section 5.16 invalid, void or unenforceable in any respect.

(e) Each of the Company and the Acquiror acknowledges and agrees that the remedy of indemnity payments pursuant to Article X and other remedies at law for any breach of the requirements of this Section 5.16 would be inadequate, and agrees and consents that without intending to limit any additional remedies that may be available, temporary and permanent injunctive and other equitable relief may be granted without proof of actual damage or inadequacy of legal remedy, in any proceeding which may be brought to enforce any of the provisions of this Section 5.16. The parties mutually agree that this Section 5.15 is reasonable and necessary to protect and preserve the Company's and the Acquiror's legitimate business interests and the value of the Business, the Transferred Assets and the Company's other businesses, and to prevent any unfair advantage conferred on any party and their respective successors.

Section 5.17 Post-Closing Confidentiality.

(a) From and after the Closing, the Company shall, and shall cause its Subsidiaries and shall use its reasonable best efforts to cause its and its Subsidiaries' other Representatives to, keep confidential and not use any non-public information relating to the Business, the Transferred Assets and the Assumed Liabilities (such information, the "Business

Confidential Information"). In the event the Company or any of its Subsidiaries is required by any judicial, administrative, legislative or regulatory body (a "Legal Process") to disclose any of the Business Confidential Information, the Company or such Subsidiary shall provide the Acquiror with prompt prior written notice of any such requirement, to the extent permitted by such Legal Process, so that the Acquiror may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section 5.17(a). If, in the absence of a protective order or other remedy or the receipt of a waiver by the Acquiror, the Company or such Subsidiary are nonetheless required by such Legal Process to disclose Business Confidential Information, the Company or such Subsidiary may disclose to the applicable Governmental Entity only that portion of the Business Confidential Information which counsel to the Company or such Subsidiary advises the Company or such Subsidiary is legally required to be disclosed; provided, however, that the Company or such Subsidiary shall use its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to the disclosed portion of such Business Confidential Information.

(b) From and after the Closing, the Acquiror shall, and shall cause its Subsidiaries and shall use its reasonable best efforts to cause its and its Subsidiaries' other Representatives to, keep confidential and not use any non-public information relating to the Company, its Subsidiaries and the Company's and its Subsidiaries' businesses (other than the Business) (such information, the "Company Confidential Information"). In the event the Acquiror or any of its Subsidiaries is required by any Legal Process to disclose any of the Company Confidential Information, the Acquiror or such Subsidiary shall provide the Company with prompt prior written notice of any such requirement, to the extent permitted by such Legal Process, so that the Company may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section 5.17(b). If, in the absence of a protective order or other remedy or the receipt of a waiver by the Company, the Acquiror or such Subsidiary are nonetheless required by such Legal Process to disclose Company Confidential Information, the Acquiror or such Subsidiary may disclose to the applicable Governmental Entity only that portion of the Company Confidential Information which counsel to the Acquiror or such Subsidiary advises the Acquiror or such Subsidiary is legally required to be disclosed; provided, however, that the Acquiror or such Subsidiary shall use its commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to the disclosed portion of such Company Confidential Information.

Section 5.18 Expenses; Transfer Taxes.

(a) Whether or not the Closing takes place, and except as otherwise specified in this Agreement, all costs and expenses incurred in connection with this Agreement and the Ancillary Agreements and the transactions contemplated hereby and thereby shall be paid by the party incurring such expense.

(b) All sales (including bulk sales), use, value added, documentary, stamp, gross receipts, registration, transfer, conveyance, excise, recording, license, stock transfer stamps and other similar Taxes and fees ("Transfer Taxes") applicable to the conveyance and transfer from the Company to the Acquiror of the Business or the Transferred Assets shall be borne equally (i.e., 50/50) by the Company and the Acquiror. The parties shall cooperate in timely filling any Tax Returns required in connection with the payment of such Transfer Taxes. Each party shall use reasonable efforts to avail itself of any available exemptions from any such Transfer Taxes and to cooperate with the other parties in providing any information and documentation that may be necessary to obtain such exemptions.

Section 5.19 Misallocated Assets. If, following the Closing, any right, property or asset not included in the Transferred Assets is found to have been transferred to the Acquiror in error, either directly or indirectly, the Acquiror shall transfer, or shall cause its Affiliates to transfer, at no cost to the Company, such right, property or asset (and any related Liability) as soon as practicable to the Company. If, following the Closing, any right, property or asset included in the Transferred Assets is found to have been retained by the Company or any of its Subsidiaries in error, either directly or indirectly, the Company shall transfer, or shall cause its Subsidiaries to, transfer, at no additional cost to the Acquiror, such right, property or asset (and any related Liability) as soon as practicable to the Acquiror.

Section 5.20 Further Assurances. Subject to the terms and conditions of this Agreement, at any time and from time to time after the Closing, at the request of either party hereto and without further consideration, the other party shall execute and deliver to such requesting party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as such party may reasonably request in order to consummate the transactions contemplated by this Agreement.

Section 5.21 Change of Name. Within thirty (30) days following the Closing, the Company shall change the name of Harsco Industrial Air-X-Changers Pty. Ltd. to a name that does not contain (a) "Air-X-Changers", any confusingly similar derivative thereof, or any other confusingly similar name, or (b) any other name that is confusingly similar to any of the Transferred IP.

Section 5.22 Transfer of Indian Assets of the Business. (i) Upon the acceptance of an offer of employment from the Acquiror or any of its Affiliates by an Indian Business Employee prior to the one (1) year anniversary of the Closing, the Company shall cause each applicable Indian Subsidiary which owns or holds any rights to any assets Related to the Business that are used by such Indian Business Employee in connection with its employment engagement or other services for the Company or its Subsidiaries to transfer such assets to an Affiliate of the Acquiror designated thereby (in each case without any consideration paid therefor), and (ii) at any time prior to the one (1) year anniversary of the Closing, upon the Acquiror's written request, the Company shall cause each applicable Indian Subsidiary which owns or holds any rights to any assets Related to the Business not specifically used by any such Indian Business Employee to transfer such assets to an Affiliate of the Acquiror designated thereby (in each case without any consideration paid therefor), which assets shall include, for the avoidance of doubt, at least the items set forth on Section 5.22 of the Disclosure Schedule (the assets referred to in clauses (i) and (ii), collectively, the "Indian Business Assets"). Such transfer shall be effected by a short-form assignment and assumption, sale or other similar short-form transfer agreement, including, as necessary, notices of transfer, notarial deeds, powers of attorney and any other ancillary agreements or documents reasonably requested by the Acquiror, in all cases subject to and conforming with the requirements of applicable local Law and the organizational documents of the applicable transferee and transferor (collectively, the "Local

Agreements"). The parties shall negotiate in good faith the provisions of the Local Agreements under the fundamental principle that the operative provisions governing the transaction contemplated by this Section 5.22 shall be contained in this Agreement to the maximum extent practicable so as to avoid confusion regarding the terms of such transaction, and if there is any ambiguity, discrepancy or conflict between the provisions of this Agreement and any Local Agreement, then the provisions of this Agreement shall prevail. Unless otherwise required by applicable local Law, the Local Agreements shall not contain any representations, warranties, covenants, indemnities or conditions. Upon consummation of the transfer of any Indian Business Asset, such Indian Business Asset will be deemed to be a Transferred Asset for purposes of this Agreement.

Section 5.23 Transfer of Title to Vehicles. As soon as practicable following the Closing (and in any event within thirty (30) days thereafter), the Company shall cause the title to each vehicle included in the Transferred Assets to be transferred to, and registered in, the Acquiror's name with each applicable Governmental Entity (and the Acquiror shall reasonably cooperate with the Company in connection therewith).

ARTICLE VI

EMPLOYEE MATTERS

Section 6.1 Business Employees; Continuation of Employment and Employee Benefits.

(a) The Acquiror shall, or shall cause one of its Affiliates to, make offers of employment to all Business Employees other than Inactive Business Employees (the "Active Business Employees") as soon as practicable after the date hereof but in no event less than fifteen (15) Business Days prior to the Closing Date (or such other period required by applicable Law), to be effective as of the Closing, on terms and conditions of employment in accordance with Section 6.1(b). Each such offer of employment shall include a consent, consistent with applicable Law, pursuant to which such Business Employee may choose to elect to roll over to the Acquiror such Business Employee's accrued and unused vacation and paid time off balances (the "PTO Rollover"). With respect to any Inactive Business Employee, the Acquiror shall, or shall cause one of its Affiliates to, make an offer of employment (including a consent, consistent with applicable Law, to choose to elect to effect the PTO Rollover) to each such individual on the earliest practicable date following the return of such individual to work with the Company, to be effective upon acceptance, provided that such Inactive Business Employee returns to work within nine (9) months following the Closing Date (or such longer period as required by applicable Law). Following the date hereof and while the Acquiror has outstanding obligations pursuant to this Section 6.1(a), the Company shall promptly notify the Acquiror of the occurrence of the end of any such leave of absence with respect to any Inactive Business Employee. The Company shall retain all costs, expenses and Liabilities related to any Inactive Business Employee that arise out of or accrue as a result of an event or events that occur on, prior to or as of the date that any Inactive Business Employee commences employment with the Acquiror or an Affiliate thereof in accordance with the terms of this Agreement. Each Active Business Employee and Inactive Business Employee who accepts the offer of employment from the Acquiror or any of its Affiliates is referred to herein as a "Transferred Employee."

(b) From the Closing and until the twelve (12) month anniversary of the Closing, the Acquiror shall, or shall cause its Affiliates to, provide to each Transferred Employee: (i) at least the same base salary or wage rate in effect as of immediately prior to the Closing and at least the same cash incentive target bonus opportunities, in each case, as is provided to such Transferred Employee immediately prior to Closing (excluding any retention, equity and equity-based compensation opportunities) and (ii) employee benefits (including perquisites, vacation and severance benefits, but excluding any defined benefit pension, nonqualified retirement, equity, equity-based compensation opportunities, and voluntary benefit programs) which are substantially comparable in the aggregate to those employee benefits provided to such Transferred Employee immediately prior to the Closing, except, in each case, as may otherwise be required under an individual arrangement or written employment agreement as set forth in Section 6.1(b) of the Disclosure Schedule. For the avoidance of doubt, the Acquiror shall be solely responsible hereunder for the payment of 2019 annual performance bonuses.

Section 6.2 401(k) Plan. As soon as administratively practicable following the Closing Date, the Company and the Acquiror shall discuss the transfer of the assets and liabilities relating to the account balances attributable to the Transferred Employees, including any promissory notes evidencing outstanding loan balances, under the Company's tax-qualified defined contribution plan (the "Company's 401(k) Plan") to a defined contribution plan sponsored or maintained by the Acquiror or one of its Affiliates (the "Acquiror's 401(k) Plan") (a "Trust to Trust Transfer"). Solely to the extent the Company and the Acquiror mutually agree to effect a Trust to Trust Transfer, the Company shall cause to be transferred from the Company's 401(k) Plan the assets and liabilities relating to the Transferred Employee account balances (including any promissory notes evidencing outstanding loan balances) and the Acquiror shall cause the Acquiror 401(k) Plan to accept such transfer of assets and liabilities and, effective as of the date of such transfer, to assume and fully perform the obligations of the Company's 401(k) Plan relating to the accounts of the Transferred Employees whose balances were transferred to the Acquiror's 401(k) Plan. Such transfer of assets and liabilities shall consist of a transfer in kind of all such account balances and shall be conducted in accordance with the requirements of all applicable Laws, including Section 414(l) of the Code. To the extent a Trust to Trust Transfer is not mutually agreed, the Acquiror and the Company shall each take all actions necessary to provide that Transferred Employees who so elect may make a direct rollover (as described in Section 401(a)(31) of the Code) of his or her account balances under the Company's 401(k) Plan (including any promissory notes evidencing outstanding loan balances under such plan) to the Acquiror's 401(k) Plan, and the Acquiror shall cause the Acquiror's 401(k) Plan to accept such direct rollovers (including any promissory notes evidencing outstanding loan balances under such plan).

Section 6.3 Credited Service. The Acquiror shall, or shall cause its Affiliates to, credit service accrued by Transferred Employees with, or otherwise recognized for purposes of the Company Plans, the Company or its Affiliates as of the Closing for purposes of (a) eligibility and vesting, and (b) vacation accrual and severance benefit determinations under the benefit plans, programs, policies and arrangements (including benefits under any defined contribution retirement, medical, dental, vision, basic life and accidental death and dismemberment insurance, vacation, seniority payment, equity, or severance plans, programs or policies) of the Acquiror and its Affiliates, in each case, to the extent credited under the Company Plans; provided, however, that in no event shall such credit result in the duplication of

benefits or the funding thereof. The Acquiror shall, or shall cause an Affiliate to, assume and honor all accrued and unused vacation and paid time off balances of the Transferred Employees in accordance with the applicable Company Plan in effect at the Closing Date, except to the extent any such balances are paid to such Transferred Employee in connection with the Closing in accordance with any applicable Laws. The Acquiror shall use commercially reasonable efforts, and shall cause its Affiliates to use commercially reasonable efforts, to, (i) waive any preexisting condition limitations otherwise applicable to Transferred Employees and their eligible dependents under any plan of the Acquiror or any of its Affiliates that provides group health benefits in which the Transferred Employees may be eligible to participate following the Closing (such plans, the "Acquiror Plans"), to the extent waived or satisfied with respect to such employees as of the Closing under the analogous Company Plan, (ii) honor any deductible, co-payment and out-of-pocket maximums incurred by Transferred Employees and their eligible dependents under the Company Plan providing group health benefits in which such Transferred Employees participated immediately prior to the Closing during the portion of the calendar year prior to the Closing in satisfying any deductibles, co-payments or out-of-pocket maximums under an Acquiror Plan in the same plan year in which such deductibles, co-payments or out-of-pocket maximums were incurred, and (iii) waive any waiting period limitation or evidence of insurability requirement that would otherwise be applicable to a Transferred Employee and such Transferred Employee's eligible dependents on or after the Closing, in each case, to the extent such Transferred Employee or eligible dependent had satisfied any similar limitation or requirement under an analogous Company Plan prior to the Closing.

Section 6.4 Flexible Spending Plan. Effective as of the last day of the month in which the Closing occurs (the "Company FSA End Date"), Transferred Employees who participate in the Company Plan that is a flexible spending account plan (such accounts, the "Company FSA" and such participants in the Company FSA, "FSA Participants") shall no longer be eligible to contribute to the Company FSA except as otherwise provided by and in accordance with COBRA. Effective as of the Closing Date, to the extent not previously established or already maintained, the Acquiror, or one of its Affiliates, shall establish a flexible spending account plan which shall (i) permit immediate participation as of the first day of the month immediately following Closing for all FSA Participants and (ii) accept for reimbursement any claims related to the calendar year in which the Closing Date occurs and eligible for reimbursement on the basis of participant elections initially made under the Company FSA, to the extent such claims have not been previously reimbursed by the Company. The salary reduction election of FSA Participants under the Company FSA will be continued by the Acquiror following Closing (and no such FSA Participant shall be able to change such an election as a result of the transactions contemplated by this Agreement). The Company shall provide to the Acquiror as soon as administratively feasible, but in no event later than ten (10) Business Days following the date of this Agreement, a schedule setting forth the FSA Participants and (x) if applicable, the amount each FSA Participant has elected to contribute to the Company FSA for the calendar year in which the Closing Date occurs and (y) the account balance of each FSA Participant (the "FSA Balances"). In addition, the Company shall provide to the Acquiror as soon as administratively feasible, but in no event later than ten (10) Business Days, following the Company FSA End Date, an updated schedule setting forth the FSA Balance for each FSA Participant as of the Company FSA End Date. To the extent the FSA Balances in the aggregate are positive, the Company shall make a payment to the Acquiror equal to the aggregate positive FSA Balances by the fifteenth (15th) Business Day following the Closing

Date. To the extent the FSA Balances in the aggregate are negative, the Acquiror shall make a payment to the Company equal to the aggregate negative FSA Balances by the fifteenth (15th) Business Day following the Closing Date. The Company shall reasonably cooperate with the Acquiror in order to effectuate the foregoing, including by providing the FSA Participants' claims history, to the extent permitted by applicable Law, under the Company FSA in order to verify the FSA Balances. Notwithstanding the foregoing, no Business Employee who elects COBRA continuation coverage with respect to such Business Employee's flexible spending account shall be considered an FSA Participant and any such Business Employee's flexible spending account balance shall not be an FSA Balance.

Section 6.5 COBRA. The Acquiror shall provide, or shall cause its Affiliates to provide, continuation health care coverage to Transferred Employees and their qualified beneficiaries who incur a qualifying event, in accordance with the continuation health care coverage requirements of COBRA or any similar provisions of state Law, on or after the Closing Date.

Section 6.6 Pre-Closing Date Claims under Company Plans. To the extent that a Transferred Employee was a participant in a Company Plan, the Company Plans shall be responsible for providing welfare benefits (including medical, hospital, vision, dental, accidental death and dismemberment, life, disability and other similar benefits) to any participating Transferred Employees for all claims incurred prior to the Closing Date under and subject to the generally applicable terms and conditions of such plans. For purposes of this Section 6.6, a claim is incurred with respect to (i) accidental death and dismemberment, disability, life and other similar benefits when the event giving rise to such claim occurred and (ii) medical, hospital, vision, dental and other similar benefits when the services with respect to such claim are rendered.

Section 6.7 Post-Closing Date Claims. The Acquiror shall indemnify, defend and hold the Company and its Affiliates harmless from and against any and all Liability of any kind or nature involving or related to the employment of the Transferred Employees by the Acquiror or its Affiliates from and after the Closing Date, including any Liability related to any employee benefit plan sponsored or maintained by the Acquiror or its Affiliates after the Closing or the termination of employment from the Acquiror or one of its Affiliates on or following the Closing Date.

Section 6.8 Standard Procedure. With respect to employment Tax matters, (a) the Acquiror shall not assume the Company's obligation to prepare, file and furnish IRS Form W-2s with respect to the Transferred Employees for the year including the Closing Date; (b) the Company and the Acquiror shall utilize the "standard procedure" with respect to each Transferred Employee pursuant to the procedure prescribed by Section 4 of Revenue Procedure 2004-53, 34 I.R.B 320; and (c) the Company and the Acquiror shall cooperate in good faith to adopt similar procedures under applicable wage payment, reporting and withholding Laws for all Transferred Employees in all appropriate jurisdictions.

Section 6.9 Cooperation. The Company shall use commercially reasonable efforts to assist and cooperate with the Acquiror in order to effectuate the provisions of this Article VI, as reasonably requested by the Acquiror.

Section 6.10 No Third-Party Beneficiaries. The provisions of this Article VI are solely for the benefit of the parties to this Agreement, and no current or former employee, director or independent contractor or any other individual associated therewith or any Person other than the parties to this Agreement shall be regarded for any purpose as a third-party beneficiary of the Agreement. Nothing herein shall be construed as an amendment to any Company Plan or other employee benefit plan for any purpose. Nothing in this Article VI shall be construed to (i) limit the right of the Acquiror or any of its Affiliates to amend or terminate any employee benefit plan, or require the Acquiror or any of its Affiliates to establish or maintain any specific employee benefit plan, (ii) require the Acquiror or any of its Subsidiaries to retain the employment of any particular Transferred Employee for any fixed period of time following the Closing Date, or (iii) create a right in any Transferred Employee to any particular term or condition of employment.

ARTICLE VII

TAX MATTERS

Section 7.1 Tax Matters.

(a) Straddle Periods. In the case of any Straddle Period, the amount of Taxes allocable to the portion of the such taxable period ending on the Closing Date shall be deemed to be: (i) in the case of Taxes imposed on a periodic basis (such as real or personal property Taxes), the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction, the numerator of which is the number of calendar days in such Taxable period ending on and including the Closing Date and the denominator of which is the number of calendar days in the entire relevant Taxable period; and (ii) in the case of Taxes not described in (i) above, the amount of any such Taxes shall be determined as if such taxable period ended as of the close of business on the Closing Date; provided, that exemptions, allowances or deductions that are calculated on an annual basis (including, but not limited to, depreciation and amortization deductions) shall be allocated between the pre- and post-Closing portions of the Straddle Period in proportion to the number of days in each period.

(b) Allocation of Purchase Price. The Acquiror and the Company agree that the Purchase Price (together with any other amounts treated as consideration for U.S. federal income (and other applicable) Tax purposes shall be allocated for U.S. federal (and other applicable) Tax purposes among the Transferred Assets and the restrictive covenants contained in Section 5.16 in accordance with the applicable Tax law, including the rules under Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provision of state or local law). The Acquiror shall prepare an initial allocation and deliver such allocation to the Company for review and consent within sixty (60) days after the Purchase Price is finally determined pursuant to Section 2.9 of this Agreement. The Company shall deliver any comments to the initial allocation within thirty (30) days after receipt from the Acquiror and the parties will cooperate to resolve any disputes with respect to such comments in good faith. Any dispute that cannot be resolved through good faith negotiation will be referred to the Independent Accounting Firm whose determination shall be final and binding upon the parties hereto and resolved in accordance with Section 2.8 of this Agreement; provided, however, that the cost of

the Independent Accounting Firm shall be borne equally by the Acquiror and the Company. In the event the Purchase Price is subsequently adjusted pursuant to this Agreement, the Acquiror and the Company shall cooperate in good faith to mutually agree on adjustments to the allocation in accordance with this Section 7.1(b). Except as required by applicable law, the Acquiror and the Company agree to act in accordance with the allocation (as finally determined pursuant to this Section 7.1(b)) for all Tax purposes, including any forms or reports required to be filed pursuant to Section 1060 of the Code, the Treasury Regulations promulgated thereunder or any applicable provisions of local, state and foreign law, and to cooperate in the preparation of any such forms and to file such forms in the manner required by applicable law; provided, however, that if the parties cannot resolve any dispute regarding the allocation of the Purchase Price pursuant to this Section 7.1(b) prior to the date that any such forms or reports are required to be filed, the Acquiror and the Company shall be permitted to use any allocation such party reasonably believes is consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder.

ARTICLE VIII

CONDITIONS TO CLOSING

Section 8.1 Conditions to Obligations of Each Party to Effect the Transaction. The respective obligations of each party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Order. There shall be no Law or Governmental Order in existence, enacted, promulgated, entered into or issued, in each case, that prohibits, enjoins, restricts or makes illegal the consummation of the transactions contemplated by this Agreement; and

(b) Governmental Approvals. Any waiting period (and any extension of such period) under the HSR Act applicable to the transactions contemplated by this Agreement shall have expired or shall have been terminated ("Antitrust Clearance").

Section 8.2 Conditions to Obligations of the Acquiror to Effect the Transaction. The obligations of the Acquiror to consummate the transactions contemplated by this Agreement shall be further subject to the fulfillment or waiver by the Acquiror in its sole discretion, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. (i) The representations and warranties of the Company contained in the Fundamental Representations shall be true and correct in all respects (in each case except for any *de minimis* changes), in each case both when made and on and as of the Closing Date as though made on and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such earlier date), and (ii) all other representations and warranties of the Company contained in Article III shall be true and correct (without giving effect to any limitation as to "material," "materiality" or "Material Adverse Effect" or similar limitation set forth therein) both when made and on and as of the Closing Date as though made on and as of the Closing Date (except to the extent expressly made as of an

earlier date, in which case as of such earlier date), except in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "material," "materiality" or "Material Adverse Effect" or similar limitation set forth therein) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(b) Covenants. The Company shall have performed in all material respects the obligations, and complied in all material respects with the agreements and covenants, required to be performed by, or complied with by, it under this Agreement at or prior to the Closing;

(c) MAE. From the date of this Agreement through the Closing Date, there shall not have occurred a Material Adverse Effect;

(d) Officer's Certificate. The Acquiror shall have received a certificate signed by a duly authorized officer of the Company to the effect that the conditions set forth in Section 8.2(a), Section 8.2(b) and Section 8.2(c) have been satisfied; and

(e) Closing Deliveries. The Company shall have executed and delivered, or caused to be executed and delivered, each of the Ancillary Agreements to be entered into at the Closing and any other documents required to be delivered by the Company pursuant to Section 2.5.

Section 8.3 Conditions to Obligations of the Company to Effect the Transaction. The obligations of the Company to consummate the transactions contemplated by this Agreement shall be further subject to the fulfillment or waiver by the Company in its sole discretion, at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of the Acquiror contained in Article IV shall be true and correct in all respects (without giving effect to any limitation as to "material" or "materiality" or similar limitation set forth therein) both when made and on and as of the Closing Date as though made on and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case as of such earlier date), in each case, where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "material" or "materiality" or similar limitation set forth therein) would not be reasonably expected to prevent or materially delay the consummation by the Acquiror of the transactions contemplated by, or the performance by the Acquiror of any of its material obligations under, this Agreement;

(b) Covenants. The Acquiror shall have performed in all material respects the obligations, and complied in all material respects with the agreements and covenants, required to be performed by or complied with by it under this Agreement at or prior to the Closing;

(c) Officer's Certificate. The Company shall have received a certificate signed by a duly authorized officer of the Acquiror to the effect that the conditions set forth in Section 8.3(a) and Section 8.3(b) have been satisfied; and

(d) Closing Deliveries. The Acquiror shall have executed and delivered, or caused to be executed and delivered, each of the Ancillary Agreements to be entered into at the Closing and any other documents required to be delivered by the Acquiror pursuant to Section 2.6.

Section 8.4 Frustration of Closing Conditions. Neither the Company nor the Acquiror may rely on the failure of any condition set forth in this Article VIII to be satisfied if such failure was caused by such party's failure to act in good faith or such party's failure to use its reasonable best efforts to cause the Closing to occur, as required by Section 5.4(a).

ARTICLE IX

TERMINATION, AMENDMENT AND WAIVER

Section 9.1 Termination. This Agreement may be terminated prior to the Closing:

(a) by the mutual written consent of the Company and the Acquiror;

(b) by either the Company or the Acquiror on or after February 8, 2020 (as such date may be extended pursuant to this Section 9.1(b), the "End Date") if the Closing shall not have occurred on or prior to the End Date; provided, however, that if as of such date all of the conditions set forth in Article VIII have been satisfied (other than (i) the conditions set forth in Section 8.1(a) or Section 8.1(b) (to the extent relating in whole or in part to or arising under the Antitrust Clearance) and (ii) those conditions that by their terms are to be satisfied by actions to be taken at the Closing (provided, that such conditions are capable of being satisfied as of such date)), either the Company or the Acquiror may extend such date to May 8, 2020; provided, further, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any party if the failure of the Closing to occur is the result of a breach by such party of any of its covenants or agreements hereunder in any material respect;

(c) by either the Company or the Acquiror if there shall be in effect a final and non-appealable Law or Governmental Order prohibiting, enjoining, restricting or making illegal the consummation of the transactions contemplated by this Agreement;

(d) by the Company, if (i) the Acquiror shall have breached any of its representations, warranties, covenants or agreements contained in this Agreement such that any of the conditions set forth in Section 8.3(a) or Section 8.3(b) would not be satisfied and (ii) if such breach is curable by the End Date, such breach has not been cured by the earlier of (A) thirty (30) days after the Acquiror receives written notice of such breach from the Company and (B) the End Date; provided, however, that the right to terminate this Agreement under this Section 9.1(d) shall not be available to the Company if the Company is then in material breach of this Agreement; or

(e) by the Acquiror, if (i) the Company shall have breached any of its representations, warranties, covenants or agreements contained in this Agreement such that any of the conditions set forth in Section 8.2(a) or Section 8.2(b) would not be satisfied and (ii) if such breach is curable by the End Date, such breach has not been cured by the earlier of (A) thirty (30) days after the Company receives written notice of such breach from the Acquiror and (B) the End Date; provided, however, that the right to terminate this Agreement under this Section 9.1(e) shall not be available to the Acquiror if the Acquiror is then in material breach of this Agreement.

Section 9.2 Notice of Termination. Any party desiring to terminate this Agreement pursuant to Section 9.1 shall give written notice of such termination to the other party or parties, as the case may be, to this Agreement.

Section 9.3 Effect of Termination(a) . In the event of the termination of this Agreement as provided in Section 9.1, this Agreement shall forthwith become null and void and be of no further force and effect, and there shall be no Liability in respect of this Agreement or any of the transactions contemplated hereby on the part of any party to this Agreement or any of its Affiliates or Representatives, except (i) that the Confidentiality Agreement shall survive in accordance with its terms and (ii) no termination shall relieve any party hereto from any Liability resulting from Fraud or the willful and material breach by such party of any of its representations, warranties, covenants or other agreements set forth in this Agreement. For purposes of this Section 9.3, "willful and material breach" shall mean a material breach of this Agreement that is the consequence of an act undertaken by the breaching party with the knowledge (actual or constructive) that the taking of such act would, or would reasonably be expected to, cause such a material breach of this Agreement. For purposes of clarification, if either the Acquiror or the Company does not consummate the transactions contemplated by this Agreement if and when it is required to do so pursuant to Section 2.3, such event shall be deemed to be a willful and material breach by such party of this Agreement.

Section 9.4 Extension; Waiver. At any time prior to the Closing, either the Company or the Acquiror may (i) extend the time for the performance of any of the obligations or other acts of the other Person, (ii) waive any inaccuracies in the representations and warranties contained in this Agreement or in any certificate or document to be delivered pursuant to this Agreement, or (iii) waive compliance with any of the agreements or conditions contained in this Agreement (other than the conditions set forth in Section 8.1), but such waiver of compliance with such agreements or conditions shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Any such extension or waiver shall be valid only if set forth in an instrument in writing expressly waiving or extending such agreement, condition, term or provision signed by the party granting such extension or waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure or delay by any of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

ARTICLE X

INDEMNIFICATION

Section 10.1 Indemnification by the Company.

(a) From and after the Closing, and subject to the limitations set forth in this Article X and Section 11.1, the Company shall indemnify, defend and hold harmless the Acquiror and its Affiliates and their respective officers, directors and employees (collectively, the "Acquiror Indemnified Parties") against, and reimburse any Acquiror Indemnified Party for, all Losses suffered or incurred by such Acquiror Indemnified Party to the extent such Losses resulted from:

(i) any breach or inaccuracy of any representation or warranty (a "Warranty Breach") made by the Company in this Agreement or any certificate delivered hereunder;

(ii) any breach or failure by the Company to perform any of its covenants or obligations contained in this Agreement; or

(iii) any Excluded Liability or Excluded Asset.

(b) Notwithstanding any other provision to the contrary contained in this Agreement, except in the case of Fraud, (i) the Company shall not be required to indemnify, defend or hold harmless any Acquiror Indemnified Party against, or reimburse any Acquiror Indemnified Party for, any Losses with respect to Warranty Breaches (other than, in the case of clauses (B) and (C) below, Warranty Breaches in respect of (x) the Fundamental Representations or (y) the representations set forth in Section 3.8(b), Section 3.18 or Section 3.21 (such Warranty Breaches, the "Specified Warranty Breaches")), (A) to the extent the amount of such Loss was specifically reflected in the Closing Adjustment or the Post-Closing Adjustment (including as resolved pursuant to the Post-Closing Adjustment procedures set forth in Section 2.7, Section 2.8 or Section 2.9), (B) with respect to any claim (and aggregating all Losses with respect to claims arising from substantially identical facts) unless such claim (or claims) involves Losses in excess of $200,000 (nor shall such item be applied to or considered for purposes of calculating the aggregate amount of the Acquiror Indemnified Parties' Losses) and (C) until the aggregate amount of the Acquiror Indemnified Parties' Losses exceeds $5,920,000 (the "Deductible Amount"), after which the Company shall only be obligated for such aggregate Losses of the Acquiror Indemnified Parties in excess of the Deductible Amount, but only if such Losses also meet the requirements of subclauses (A) and (B) of clause (i) of this Section 10.1(b); and (ii) the cumulative indemnification obligation of the Company under Section 10.1(a)(i) (other than in respect of any Specified Warranty Breaches) shall in no event exceed $29,600,000. Notwithstanding anything in this Article X to the contrary, except in the case of Fraud, the Company shall in no event be required to indemnify the Acquiror Indemnified Parties pursuant to under Section 10.1(a)(i) (including in respect of any Specified Warranty Breaches) for Losses in excess of the Purchase Price.

(c) For purposes of applying the post-closing indemnification remedies provided in this Article X, when (i) determining whether any breach or inaccuracy of a representation or warranty in this Agreement or in any of the Ancillary Agreements made by the Company in this Agreement has occurred and (ii) calculating the amount of any Losses relating thereto, in each case, the representations and warranties made by the Company in this Agreement shall be considered and applied without regard to any reference as to "materiality," "Material Adverse Effect" or similar materiality qualifications set forth therein; provided, however, that the

foregoing shall not apply to the materiality qualifications (A) set forth in the first sentence in Section 3.9(a), (B) set forth in clause (ii) of Section 3.10(a) solely with respect to the list of material Environmental Permits referred to therein and (C) when used as part of the defined terms "Material Contract", "Material Adverse Effect", "Material Customers" and "Material Suppliers"; provided, further, that this Section 10.1(c) shall in no respect modify the other provisions of this Agreement for purposes of determining whether any conditions set forth in Article VIII have been satisfied.

Section 10.2 Indemnification by the Acquiror. From and after the Closing, and subject to the limitations set forth in this Article X and Section 11.1, the Acquiror shall indemnify, defend and hold harmless the Company and its Affiliates and their respective officers, directors and employees (collectively, the "Company Indemnified Parties") against, and reimburse any Company Indemnified Party for, all Losses suffered or incurred by such Company Indemnified Party to the extent such Losses resulted from:

(a) any Warranty Breach made by the Acquiror in this Agreement or any certificate delivered hereunder;

(b) any breach or failure by the Acquiror to perform any of its covenants or obligations contained in this Agreement; or

(c) in each case subject to Section 10.1, any Assumed Liability or Transferred Asset.

Section 10.3 Notification of Claims.

(a) Except as otherwise provided in any Ancillary Agreement, a Person that may be entitled to be indemnified under any of the Transaction Agreements (the "Indemnified Party"), shall promptly notify the party or parties liable for such indemnification (the "Indemnifying Party") in writing of any pending or threatened claim, demand or circumstance that the Indemnified Party has determined has given or would reasonably be expected to give rise to a right of indemnification under this Agreement (including a pending or threatened claim or demand asserted by a third party against the Indemnified Party, such claim being a "Third Party Claim"), describing in reasonable detail (to the extent known) the facts and circumstances with respect to the subject matter of such claim, demand or circumstance (including, to the extent known, a good-faith estimate of the amount the Indemnified Party estimates that it is entitled to receive hereunder with respect to such claim for indemnity from the Indemnifying Party); provided, however, that the failure to provide such notice shall not release the Indemnifying Party from any of its obligations under this Article X except (and only) to the extent the Indemnifying Party is materially prejudiced by such failure.

(b) No claim for indemnity under Section 10.1 or Section 10.2 for breach of any representation, warranty, covenant or agreement may be made after the expiration of the applicable survival period under Section 11.1; provided, however, that if a written claim or written notice is duly given in good faith under Section 10.3(a) with respect to any claim for indemnification for breach of any such representation, warranty, covenant or agreement prior to the expiration of the applicable survival period set forth in Section 11.1, the claim with respect to such alleged breach of such representation, warranty, covenant or agreement shall continue until such claim is finally resolved pursuant to this Article X.

(c) Upon receipt of a notice of a claim for indemnity from an Indemnified Party pursuant to Section 10.3(a) that is not a Third Party Claim (such claim, a "Direct Claim"), the Indemnifying Party shall have a period of thirty (30) days within which to evaluate and respond in writing to any Direct Claim. If the Indemnifying Party does not notify the Indemnified Party of its objection to such Direct Claim within such thirty (30) day-period, the Indemnifying Party shall be deemed to have accepted and agreed with such Direct Claim. If the Indemnifying Party notifies the Indemnified Party of its objection to such Direct Claim within such thirty (30) day-period, the Indemnifying Party and the Indemnified Party shall, during the thirty (30) days following receipt by the Indemnified Party of the Indemnifying Party's objection notice, attempt to resolve their dispute with respect to such Direct Claim. If the Indemnified Party and the Indemnifying Party are unable to resolve their dispute with respect to such Direct Claim within such thirty (30) day-period, the Indemnified Party shall be entitled to pursue such remedies as may be available to it under this Agreement.

(d) Upon receipt of a notice of a claim for indemnity from an Indemnified Party pursuant to Section 10.3(a) that is a Third Party Claim, the Indemnifying Party shall have at any time the right (but not the obligation) to assume the defense and control of such Third Party Claim at its sole cost and expense and with its own counsel if the Indemnifying Party provides written notice to the Indemnified Party that the Indemnifying Party intends to undertake such defense and if (i) the Indemnifying Party's counsel is reasonably satisfactory to the Indemnified Party, (ii) the Indemnifying Party provides written confirmation to the Indemnified Party of the Indemnifying Party's obligation to indemnify the Indemnified Party, subject to the limitations set forth in this Article X, with respect to any Losses with respect to such Third Party Claim, (iii) such Third Party Claim involves only monetary damages and is not a criminal or quasi-criminal Action and does not seek any material injunction or other material equitable relief against any Indemnified Party, and (iv) such Third Party Claim is not asserted by (or does not substantively involve) one of the then existing ten (10) largest customers of the Business (as measured by sales of the Business for the immediately preceding twelve (12) months) or any Governmental Entity. If the Indemnifying Party assumes the defense and control of such claim, the Indemnified Party shall have the right (but not the obligation) to participate in the defense of such Third Party Claim with its own separate counsel and at its own expense (other than any fees and expenses of such separate counsel that are incurred between the date the Indemnified Party provides the Indemnifying Party with the notice of such Third Party Claim and the date the Indemnifying Party effectively assumes control of such defense, which fees and expenses shall, notwithstanding the foregoing but subject to the limitations set forth in this Article X, be borne by the Indemnifying Party to the extent the underlying matter is determined to be subject to indemnification pursuant to this Article X); provided, however, that the Indemnified Party may hire separate counsel, and the reasonable fees and expenses of such counsel shall be borne by the Indemnifying Party (A) if the Indemnifying Party fails to actively and diligently conduct the defense of such Third Party Claim, the Indemnified Party has notified the Indemnifying Party of such failure and the Indemnifying Party does not cure such failure within twenty (20) Business Days following receipt of such notice, (B) upon reasonable advice of counsel to the Indemnified Party that a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable or (C) if one or more

defenses are available to the Indemnified Party that are not available to the Indemnifying Party. In the event the Indemnifying Party assumes the defense of (or otherwise elects to negotiate or settle or compromise) a Third Party Claim as described above, the Indemnified Party shall reimburse the Indemnifying Party for all costs and expenses incurred by the Indemnifying Party in connection with such defense (or negotiation, settlement or compromise) to the extent, if applicable, that such costs and expenses do not exceed the amount of the remaining Deductible Amount. Whether or not the Indemnifying Party chooses to defend or prosecute any such Third Party Claim, all of the parties hereto shall reasonably cooperate in the defense or prosecution thereof, including by (1) retaining and providing the records and information of the Indemnified Party that is relevant to such Third Party Claim and (2) making available employees on a mutually convenient basis for providing additional information and explanation of any material provided hereunder. The Indemnifying Party shall not consent to a settlement or compromise of, or the entry of any judgment arising from, any Third Party Claim, without the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), except to the extent the proposed settlement, compromise or judgment (x) includes an express, complete and unconditional general release by the Person asserting the Third Party Claim of the Indemnified Party from all Liabilities in respect of such Third Party Claim with prejudice, (y) does not require any admission or finding of wrong doing on behalf of the Indemnified Party and (z) does not impose any injunctive or other equitable remedies or other obligation on the Indemnified Party other than the payment of money damages for which such Indemnified Party will be indemnified. The Indemnified Party shall not consent to any settlement or compromise of, or the entry of any judgment arising from, any Third Party Claim, without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed).

Section 10.4 Exclusive Remedies. Except with respect to the matters covered by Sections 2.7 through 2.9, in the case of Fraud and other than with respect to any equitable remedies contemplated by Section 11.11, the Company and the Acquiror acknowledge and agree that, following the Closing, (x) the indemnification provisions of this Article X shall be the sole and exclusive legal remedies for monetary damages of any Company Indemnified Party and any Acquiror Indemnified Party, respectively, in each case, for any Losses (including any Losses from claims for breach of contract, warranty, tortious conduct (including negligence) or otherwise and whether predicated on common law, statute, strict liability, or otherwise) that it may at any time suffer or incur, or become subject to, as a result of, or in connection with, this Agreement or the transactions contemplated hereby, including any breach of any representation or warranty in this Agreement by the Acquiror or the Company, respectively, or any failure by the Acquiror or the Company, respectively, to perform or comply with any covenant or agreement set forth herein. Without limiting the generality of the foregoing, the parties hereto hereby irrevocably waive any right of rescission they may otherwise have or to which they may become entitled.

Section 10.5 Additional Indemnification Provisions.

(a) The amount which the Indemnifying Party is or may be required to pay to any Indemnified Party pursuant to this Article X shall be reduced (retroactively, if necessary, pursuant to the following sentence) by any insurance proceeds or other amounts actually received by such Indemnified Party or any of its Affiliates in reduction of the related Losses (in

each case net of all reasonable out-of-pocket costs of any such enforcement, including deductibles and retro-premium adjustments and reasonable attorneys' fees). If an Indemnified Party or any of its Affiliates receives an indemnification payment required by this Agreement from the Indemnifying Party in respect of Losses and shall subsequently receive insurance proceeds or other amounts in respect of such Losses from other third Persons, then such Indemnified Party or Affiliate, as the case may be, shall promptly repay to the Indemnifying Party a sum equal to the amount of such insurance proceeds or other amounts actually received to the extent such amount would give rise to a double recovery by such Indemnified Party (in each case net of all reasonable out-of-pocket costs of any such enforcement, including deductibles and retro-premium adjustments and reasonable attorneys' fees).

(b) If an Indemnifying Party makes any payment for any Losses suffered or incurred by an Indemnified Party pursuant to the provisions of this Article X, such Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Party to any insurance benefits or other claims of the Indemnified Party against insurance companies with respect to such Losses and with respect to the claim giving rise to such Losses.

(c) If any fact, circumstance or condition forming a basis for a claim for indemnification under this Article X shall overlap with any fact, circumstance, condition, agreement or event forming the basis of any other claim for indemnification under this Article X, there shall be no duplication in the calculation of the amount of the Losses. In addition, neither the Company nor the Acquiror shall have any Liability under this Article X for the amount of any Losses specifically included in the calculation of the Final Net Working Capital.

(d) The parties agree to treat all payments made by or deemed to be made by a party under this Article X as adjustments to the Purchase Price for all Tax purposes to the maximum extent permitted by applicable Law.

Section 10.6 Mitigation. Each of the parties agrees to take all commercially reasonable steps to avoid, minimize and mitigate its Losses upon and after becoming aware of any event or condition that would reasonably be expected to give rise to any Losses that are indemnifiable hereunder, in each case to the extent required by and in accordance with New York Law.

Section 10.7 Limitation on Liability. Notwithstanding anything in this Agreement to the contrary, none of the parties hereto shall be liable for special, punitive, exemplary, incidental, consequential or indirect damages or loss of revenue, income or profits, diminution of value or loss of business reputation or opportunity of any other party or any of the other Acquiror Indemnified Parties or Company Indemnified Parties, as applicable, whether based on contract, tort, strict liability, other Law or otherwise and whether or not arising from any such Person's sole, joint or concurrent negligence, strict liability or other fault, for any matter relating to this Agreement and the transactions contemplated hereby, and in particular, no "multiple of profits" or "multiple of cash flow" or similar valuation methodology shall be used in calculating the amount of any Losses ("Non-Reimbursable Losses"); provided, however, that any such amounts that are actually required to be paid to third parties pursuant to a Third Party Claim shall not be deemed to constitute Non- Reimbursable Losses.

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Survival. The representations and warranties, covenants and agreements in this Agreement shall survive the Closing until 11:59 p.m. Eastern time on the eighteen (18) month anniversary of the Closing Date, except for (i) the covenants and agreements of the parties hereto contained in this Agreement that by their terms apply or are to be performed in whole or in part after the Closing Date, in each case which shall survive in accordance with their respective terms or, if no such term is expressly stated, until the expiration of the statute of limitations period applicable to the matters covered thereby, (ii) the Fundamental Representations, which shall survive indefinitely, (iii) the representations and warranties contained in Section 3.21, which shall survive until the expiration of the statute of limitations period applicable to the matters covered thereby plus sixty (60) days, and (iv) the representations and warranties contained in Section 3.10, which shall survive until the until the three (3) year anniversary of the Closing Date.

Section 11.2 Expenses. Except as may be otherwise specified in the Transaction Agreements, all costs and expenses, including fees and disbursements of counsel, financial advisers and accountants, incurred in connection with the Transaction Agreements and the transactions contemplated by the Transaction Agreements shall be paid by the Person incurring such costs and expenses, whether or not the Closing shall have occurred or this Agreement is terminated.

Section 11.3 Notices. All notices, requests, claims, demands and other communications under the Transaction Agreements shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile (if applicable below) or email (in each case to the extent the receipt of such email is acknowledged by the recipient within one (1) Business Day thereafter, except pursuant to any automatic read-receipt or other similar automatic notification), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.3):

(i) if to the Company:

Harsco Corporation
350 Poplar Church Road
Camp Hill, Pennsylvania 17011
E-mail: rhochman@harsco.com
Facsimile: (717) 265-8144
Attention: Russell Hochman

with a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue

New York, New York 10017
Attention: Mario Ponce
Sebastian Tiller
Facsimile: 212-455-2502
Email: mponce@stblaw.com
stiller@stblaw.com

(ii) if to the Acquiror or Parent:

c/o Chart Industries, Inc.
3055 Torrington Drive
Ball Ground, GA 30107
Attention: Jillian Evanko
Herbert Hotchkiss
Email: jillian.evanko@chartindustries.com
herbert.hotchkiss@chartindustries.com

with a copy to:

Winston & Strawn LLP
35 W. Wacker Drive
Chicago, IL 60601-9703
Attention: Matt Stevens
Email: mstevens@winston.com

Section 11.4 Public Announcements. No party to this Agreement or any Affiliate or Representative of such party shall issue or cause the publication of any press release, public announcement or disclosure of, or otherwise communicate with any news media in respect of, this Agreement or the Ancillary Agreements or the transactions contemplated by this Agreement or the Ancillary Agreements without the prior written consent of each other party (which consent shall not be unreasonably withheld, conditioned or delayed), except as may be required by applicable Law or stock exchange rules, in which case the party required to publish such press release or make such public announcement or disclosure shall allow each other party a reasonable opportunity to comment on such press release, public announcement or disclosure in advance of such publication or disclosure, to the extent practicable.

Section 11.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Notwithstanding the foregoing, upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 11.6 Entire Agreement. The Transaction Agreements, together with the Confidentiality Agreement, constitute the entire agreement of the parties hereto with respect to the subject matter of the Transaction Agreements and supersede all prior agreements, undertakings and understandings, both written and oral between or on behalf of the parties hereto with respect to the subject matter of the Transaction Agreements.

Section 11.7 Assignment. This Agreement shall not be assigned by operation of Law or otherwise without the prior written consent of each other party, except that the Acquiror may assign all or any of its rights and obligations hereunder to any Affiliate of the Acquiror; provided, however, that no such assignment shall relieve the Acquiror of its obligations hereunder.

Section 11.8 No Third-Party Beneficiaries. Except as provided in Article X with respect to the Company Indemnified Parties and the Acquiror Indemnified Parties, this Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns and nothing in this Agreement or any other Transaction Agreements, including Article VI hereto, express or implied, is intended to or shall confer upon any other Person, including any employee or former employee of the Company or the Business, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement; provided, however, that, notwithstanding the foregoing, the Financing Sources may enforce on behalf of the Financing Sources Related Parties (and each is an intended third party beneficiary of) the provisions of this proviso to Section 11.8 and Section 11.9, Section 11.11, Section 11.12(c) and Section 11.17.

Section 11.9 Amendment. No provision of this Agreement, including any Exhibits or Disclosure Schedule hereto, may be amended, supplemented or modified except by a written instrument making specific reference hereto or thereto signed by each party hereto. No consent from any Indemnified Party under Article X (other than the parties to this Agreement) shall be required in order to amend this Agreement. Notwithstanding anything to the contrary contained herein, the proviso to Section 11.8, this Section 11.9, Section 11.11, Section 11.12(c) and Section 11.17 (and any other provision of this Agreement to the extent an amendment, modification, waiver or termination of such provision would modify the substance of any of the foregoing provisions) may not be amended, modified, waived or terminated in a manner that is materially adverse to a Financing Sources Related Party, as applicable, without the prior written consent of the applicable Financing Sources.

Section 11.10 Disclosure Schedule. Any disclosure with respect to a Section of this Agreement, including any Section of the Disclosure Schedule, shall be deemed to be disclosed for other Sections of this Agreement, including any Section of the Disclosure Schedule, to the extent that the applicability of such disclosure to such other Sections of this Agreement (including such other Section of the Disclosure Schedule) is reasonably apparent on the face of such disclosure. Matters reflected in any Section of this Agreement, including any Section of the Disclosure Schedule, are not necessarily limited to matters required by this Agreement to be so reflected. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature. No reference to or disclosure of any item or other matter in any Section of this Agreement, including any Section of the

Disclosure Schedule, shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in this Agreement. Without limiting the foregoing, no such reference to or disclosure of a possible breach or violation of any Contract, Law or Governmental Order shall be construed as an admission or indication that breach or violation exists or has actually occurred.

Section 11.11 Specific Performance. Each party hereto acknowledges and agrees that each other party would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by any such party could not be adequately compensated by monetary damages alone. Accordingly, in addition to any other right or remedy to which any party hereto may be entitled at Law or in equity, before or after the Closing, each party shall be entitled to seek to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking. Each of the parties hereto further agrees that it shall not object to, or take any position inconsistent with respect to, whether in a court of Law or otherwise, (i) the appropriateness of the specific performance contemplated by this Section 11.11 and (ii) the exclusive jurisdiction of the New York Courts with respect to any action brought for any such remedy. If any party hereto brings any claim to enforce specifically the performance of the terms and provisions of this Agreement in accordance with the terms of this Agreement, then, notwithstanding anything to the contrary contained herein, the End Date shall automatically be extended by the period of time between the commencement of such claim and the date on which such claim is fully and finally resolved. Each party hereto further agrees that (A) by seeking the remedies provided for in this Section 11.11, a party hereto shall not in any respect waive its right to seek any other form of relief that may be available to such party under this Agreement or in the event that the remedies provided for in this Section 11.11 are not available or otherwise are not granted, and (B) nothing set forth in this Section 11.11 shall require any party hereto to institute any Action for (or limit any party's right to institute any Action for) specific performance under this Section 11.11 prior or as a condition to exercising any termination right under Article IX, nor shall the commencement of any action pursuant to this Section 11.11 or anything set forth in this Section 11.11 restrict or limit any such party's right to terminate this Agreement in accordance with Article IX or pursue any other remedies under this Agreement that may be available then or thereafter. Notwithstanding anything to the contrary contained herein, neither the Company nor any of its Affiliates and Representatives shall have any rights or claims against any Financing Sources Related Party in connection with this Agreement, the Financing or the transactions contemplated hereby or thereby. No Financing Sources Related Parties shall be subject to any special, consequential, punitive or indirect damages or damages of a tortious nature.

Section 11.12 Governing Law; Consent to Jurisdiction. This Agreement and its enforcement, and any controversy arising out of or relating to the making or performance of this Agreement, shall be governed by and construed in accordance with the law of the State of New York, without regard to New York's principles of conflicts of law.

(a) Each party hereto irrevocably agrees that the United States District Court for the Southern District of New York and, if such court does not have jurisdiction over such dispute, the Supreme Court of the State of New York located in the Borough of Manhattan (including the applicable appellate courts thereof, collectively, the "New York Courts") shall have exclusive jurisdiction to settle any claims, differences or disputes which may arise out of or in connection with this Agreement.

(b) Each party hereto irrevocably and unconditionally submits to the jurisdiction of the New York Courts for such purpose and waives any objection it may now or hereafter have to the laying of the venue of any proceedings in any New York Court and any claim that any proceedings brought in any such court have been brought in an inconvenient forum. Each party hereto further irrevocably agrees that a final judgment in any proceedings brought in an applicable New York Court shall be conclusive and binding upon the parties and may be enforced in the courts of any other jurisdiction.

(c) Notwithstanding the foregoing, the Company (on behalf of itself and each of its Affiliates and Representatives) agrees (i) that it will not bring or support any Person in any Action of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any of the Financing Sources Related Parties in any way arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, including any dispute arising out of or relating in any way to the Financing, any letter or definitive agreement related thereto or the performance thereof, other than in the United States District Court for the Southern District of New York, sitting in the Borough of Manhattan (or, if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan) and any appellate court thereof, and submits for itself and its property with respect to any such Action to the exclusive jurisdiction of such courts; (ii) that all Actions (whether at law, in equity, in contract, in tort or otherwise) against any of the Financing Sources Related Parties in any way relating to the Financing, any letter or definitive agreement related thereto or the performance thereof, shall be exclusively governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles or rules or conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction (except to the extent contemplated by such letter or definitive agreement); and (iii) to waive, and hereby waives, to the fullest extent permitted by applicable Law, any objection which any of them may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any Action in any such court.

Section 11.13 Bulk Sales Laws. Each party hereto hereby waives compliance by the Company with the provisions of the "bulk sales", "bulk transfer" or similar Laws of any jurisdiction inside or outside the United States that may otherwise be applicable with respect to the sale of any of the Transferred Assets, and the Acquiror shall not withhold any portion of the Purchase Price based on such non-compliance.

Section 11.14 Time Period. The parties acknowledge that time is of the essence with respect to the fulfillment of the respective obligations of the parties hereto and the Closing of the transactions contemplated by this Agreement.

Section 11.15 Rules of Construction. Interpretation of the Transaction Agreements shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Exhibit are references to the Articles, Sections, paragraphs and Exhibits to this Agreement unless otherwise specified; (c) the terms "hereof", "herein", "hereby", "hereto", and derivative or similar words refer to this entire Agreement, including the Disclosure Schedule and Exhibits hereto; (d) references to "$" shall mean U.S. dollars; (e) the word "including" and words of similar import when used in the Transaction Agreements shall mean "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) the headings contained in the Transaction Agreements are for reference purposes only and shall not affect in any way the meaning or interpretation of the Transaction Agreements; (i) each party hereto has participated in the negotiation and drafting of the Transaction Agreements and if an ambiguity or question of interpretation should arise, the Transaction Agreements shall be construed as if drafted jointly by the parties thereto and no presumption or burden of proof shall arise favoring or burdening any party by virtue of the authorship of any of the provisions in any of the Transaction Agreements; (j) any reference to "days" means calendar days unless Business Days are expressly specified; and (k) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, and, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 11.16 Counterparts. Each of the Transaction Agreements may be executed in one or more counterparts, and by the different parties to each such agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to any Transaction Agreement by facsimile or PDF via email shall be as effective as delivery of a manually executed counterpart of any such Agreement.

Section 11.17 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER TRANSACTION AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY (INCLUDING ANY ACTION AGAINST OR INVOLVING ANY FINANCING SOURCES RELATED PARTY ARISING OUT OF THIS AGREEMENT OR THE FINANCING). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION AGREEMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.17.

Section 11.18 "As Is" Sale.

(a) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY AND EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN Article III, IT IS THE EXPLICIT INTENT OF EACH PARTY, AND THE PARTIES HEREBY AGREE, THAT NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES HAS MADE OR IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AT COMMON LAW, STATUTORY OR OTHERWISE, WRITTEN OR ORAL, WITH RESPECT TO, (I) THE BUSINESS, THE TRANSFERRED ASSETS, THE ASSUMED CONTRACTS, THE ASSUMED LIABILITIES OR ANY PART THEREOF AND (II) THE ACCURACY OR COMPLETENESS OF THE INFORMATION, RECORDS AND DATA NOW, HERETOFORE, OR HEREAFTER MADE AVAILABLE TO THE ACQUIROR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY DESCRIPTION OF THE BUSINESS, THE TRANSFERRED ASSETS, THE ASSUMED CONTRACTS, THE ASSUMED LIABILITIES, REVENUE, PRICE AND EXPENSE ASSUMPTIONS, FINANCIAL PROJECTIONS OR FORECASTS OR ANY OTHER INFORMATION FURNISHED TO THE ACQUIROR BY OR ON BEHALF OF THE COMPANY OR ANY OF ITS AFFILIATES OR ANY REPRESENTATIVE THEREOF) AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE ACQUIROR HAS NOT EXECUTED OR AUTHORIZED THE EXECUTION OF THIS AGREEMENT IN RELIANCE UPON ANY SUCH PROMISE, REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH HEREIN.

(b) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN (INCLUDING THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III), THE COMPANY'S INTERESTS IN THE BUSINESS, TRANSFERRED ASSETS, THE ASSUMED CONTRACTS AND THE ASSUMED LIABILITIES ARE BEING TRANSFERRED "AS IS, WHERE IS, WITH ALL FAULTS," AND THE COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE BUSINESS, TRANSFERRED ASSETS OR THE ASSUMED CONTRACTS, PROSPECTS (FINANCIAL OR OTHERWISE), RISKS AND OTHER INCIDENTS RELATED TO THE BUSINESS AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III, THE COMPANY HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, STATUTORY, OR OTHERWISE, RELATING TO (I) THE CONDITION OF THE BUSINESS OR THE TRANSFERRED ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, USE, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS) OR (II) ANY INFRINGEMENT BY THE COMPANY OR ANY OF ITS AFFILIATES OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY. THE ACQUIROR HAS AGREED NOT TO RELY ON ANY REPRESENTATION MADE BY THE COMPANY WITH RESPECT TO THE CONDITION, QUALITY, OR STATE OF THE BUSINESS, THE TRANSFERRED ASSETS AND THE ASSUMED CONTRACTS EXCEPT FOR THOSE EXPRESSLY SET FORTH IN IN ARTICLE III, BUT RATHER, AS A SIGNIFICANT PORTION OF THE CONSIDERATION GIVEN TO THE COMPANY FOR THIS PURCHASE AND SALE, HAS AGREED TO RELY SOLELY AND

EXCLUSIVELY UPON ITS OWN EVALUATION OF THE BUSINESS, THE TRANSFERRED ASSETS AND THE ASSUMED CONTRACTS, EXCEPT AS PROVIDED HEREIN. THE PROVISIONS CONTAINED IN THIS AGREEMENT (INCLUDING THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III) ARE THE RESULT OF EXTENSIVE NEGOTIATIONS BETWEEN AND AMONG THE PARTIES AND NO OTHER ASSURANCES, REPRESENTATIONS OR WARRANTIES ABOUT THE QUALITY, CONDITION OR STATE OF THE BUSINESS, THE TRANSFERRED ASSETS OR THE ASSUMED CONTRACTS WERE MADE BY THE COMPANY IN THE INDUCEMENT THEREOF, EXCEPT AS PROVIDED HEREIN. EXCEPT IN RESPECT OF THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN ARTICLE III, THE COMPANY SHALL NOT HAVE OR BE SUBJECT TO ANY LIABILITY TO ACQUIROR RESULTING FROM THE DISTRIBUTION TO THE ACQUIROR OR THE ACQUIROR'S USE OF OR RELIANCE ON, ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE TO THE ACQUIROR IN EXPECTATION OF, OR IN CONNECTION WITH, THE TRANSACTIONS CONTEMPLATED HEREBY, OTHER THAN FOR FRAUD.

Section 11.19 Parent Guarantee. Parent hereby unconditionally and irrevocably guarantees to the Company the full and timely performance by the Acquiror of the Acquiror's obligations pursuant to this Agreement and the other Transaction Agreements. This is a guarantee of payment and performance, and not of collection, and Parent acknowledges and agrees that this guarantee is full and unconditional, and no release or extinguishment of the Acquiror's obligations or liabilities, whether by decree in any bankruptcy proceeding or otherwise, shall affect the continuing validity and enforceability of this guarantee, as well as any provision requiring or contemplating performance by Parent. Parent hereby waives, for the benefit of the Company, (i) any right to require the Company, as a condition of payment or performance by Parent, to proceed against the Acquiror or pursue any other remedy whatsoever and (ii) to the fullest extent permitted by applicable Law, any defenses or benefits that may be derived from or afforded by applicable Law which limit the liability of or exonerate guarantors or sureties, except to the extent that any such defense is available to the Acquiror. Notwithstanding anything to the contrary contained in this Section 11.19, the Company hereby agrees that Parent shall have all defenses to its obligations hereunder that would be available to the Acquiror under this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

HARSCO CORPORATION

/s/ Russell C. Hochman
Name: Russell C. Hochman
Title: Senior Vice President and General Counsel,
Chief Compliance Officer & Corporate Secretary

E&C FINFAN, INC.

/s/ Jillian C. Evanko
Name: Jillian C. Evanko
Title: President and Chief Executive Officer

CHART INDUSTRIES, INC.
(*solely with respect to Section 11.19*)

/s/ Jillian C. Evanko
Name: Jillian C. Evanko
Title: President and Chief Executive Officer