

EXHIBIT I

Stockholders Agreement

STOCKHOLDERS' AGREEMENT

This **STOCKHOLDERS' AGREEMENT**, dated as of [●], 2013 (the "Effective Date"),¹ is made by and among WP Rocket Holdings Inc., a Delaware corporation (the "Company"), each Person identified on Schedule 1 hereto (the "Current Stockholders"), and any other Person who becomes a party to this Agreement pursuant to the provisions hereof (together with the Current Stockholders, each, individually, a "Stockholder" and, collectively, the "Stockholders"). All capitalized terms used without a definition shall have the meaning as specified in Section 1(a).

WHEREAS, the Company and each of the Stockholders desire, for their mutual benefit and protection, to enter into this Agreement to set forth their respective rights and obligations with respect to the affairs of the Company, the Common Stock and the Preferred Stock held by the Stockholders.

NOW, THEREFORE, in consideration of the recitals and the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions; Rules of Construction.

(a) For purposes of this Agreement, each of the following terms shall have the meaning ascribed to it in this Section 1:

"Affiliate" – as to any Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, *provided, however*, that neither the Company nor any of its Subsidiaries shall be deemed an Affiliate of any of the Stockholders (and vice versa). For purposes of this definition, "control," as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise. For purposes of this definition, the terms "controlling," "controlled by" and "under common control with" have correlative meanings.

"Agreement" – this Stockholders' Agreement, as originally executed and as it may from time to time be supplemented or amended by one or more agreements supplemental hereto entered into pursuant to the applicable provisions hereof.

"Amendment" – as defined in Section 30.

"Backstop Parties" – each of the parties set forth on Schedule 2 hereto who is a party to this Stockholders' Agreement, and its Affiliates, Permitted Transferees and successors.

"Board" – the board of directors of the Company.

¹ Effective Date will be the date of the consummation of the Plan.

“Business Day” – any day other than a Saturday, Sunday or other day in New York, New York on which banking institutions are authorized by law or regulations to close.

“Chairman” – as defined in Section 9(b).

“Common Stock” – the common stock, par value \$0.01 per share, of the Company.

“Common Stock Equivalents” – the Common Stock and securities convertible into, or exchangeable for, or exercisable into, shares of Common Stock.

“Company” – as defined in the Preamble.

“Competitor” means any Person that primarily engages in emergency and non-emergency medical transportation services, fire protection and other safety-related services, and any of such Person’s Affiliates.

“Current Stockholders” – as defined in the Preamble.

“Demand Registration” – the registration with the Securities and Exchange Commission, under and in accordance with the provisions of the Securities Act, of Registrable Securities pursuant to a Demand Registration Request.

“Demand Registration Request” – the written request of the Company, by either a Pre-IPO Demand Group or a Post-IPO Demand Stockholder, as the case may be, for registration with the Securities and Exchange Commission, under and in accordance with the provisions of the Securities Act, of all or part of their Registrable Securities.

“Designors” - as defined in Section 9(k).

“Drag-Along Notice” – as defined in Section 5(b).

“Drag-Along Rights” – as defined in Section 5(a).

“Drag-Along Transaction” – as defined in Section 5(a).

“Dragged Stockholder” – as defined in Section 5(a).

“Dragging Stockholder” – as defined in Section 5(a).

“DW Observer” – as defined in Section 9(k).

“DW Stockholder” – Brevan Howard Credit Catalyst Master Fund Limited, DW Investment Management, LP or any Affiliates, Permitted Transferees or successors of the foregoing.

“Effective Date” – as defined in the Preamble.

“Fidelity Observer” - as defined in Section 9(k).

“Fidelity Stockholder” – Fidelity Advisor Series I: Fidelity Advisor High Income Advantage Fund, Fidelity Puritan Trust: Fidelity Puritan Fund, Master trust Bank of Japan Ltd. RE: Fidelity US High Yield, Fidelity Funds Sicav/Fidelity Funds-US High Yield, Fidelity American High Yield Fund, Fidelity Canadian Asset Allocation Fund, Fidelity Canadian Balanced Fund, Fidelity IT High Yield Open Mother, Fidelity Summer Street Trust: Global High Income Fund, Fidelity Advisor Series II: Fidelity Advisor Strategic Income Fund, Fidelity Summer Street Trust: Fidelity Capital & Income Fund, Fidelity School Street Trust: Fidelity Strategic Income Fund, Variable Insurance Products Fund V: Strategic Income Portfolio, Fidelity Strategic Income Fund Mother or any Affiliates, Permitted Transferees or successors of the foregoing.

“Financial Statements” – annual and quarterly financial statements of the Company.

“GAAP” – generally accepted accounting principles as applied in the United States.

“Governmental Authority” – any regional, federal, state or local legislative, executive or judicial body or agency, any court of competent jurisdiction, any department, political subdivision or other governmental authority or instrumentality, or any arbitral authority, in each case, whether domestic or foreign.

“Immediate Family” – as to any individual, such individual’s spouse and children (including by way of adoption).

“Independent Directors” – as defined in Section 9(e) and supplemented in Section 9(g), if applicable.

“Management Call” – as defined in Section 13(a).

“New Securities” – any equity securities of the Company (which for this purpose shall include securities exercisable for, convertible into or exchangeable for equity securities of the Company, any equity or profit participation rights, or any rights, options, or warrants to purchase any of the foregoing issued by the Company subsequent to the Effective Date), *provided, however*, that the term “New Securities” shall not include any of the following: (i) issuances of equity securities (or securities exercisable for, convertible into or exchangeable for equity securities) to employees, consultants and members of the Board (or similar governing bodies) of the Company or its Subsidiaries in connection with the performance of services in such capacities and made pursuant to any plan adopted by the Board; (ii) the issuance of equity securities (or securities exercisable for, convertible into or exchangeable for equity securities) in a Public Offering; (iii) the issuance of equity securities (or securities exercisable for, convertible into or exchangeable for equity securities) issued for non-cash consideration pursuant to a merger, consolidation, acquisition, joint venture, strategic partnership, or similar business combination approved by the Board; (iv) the issuance of equity securities upon the exercise, conversion or exchange of any securities exercisable for, convertible into or

exchangeable for equity securities that are outstanding on the Effective Date or issued after the Effective Date in compliance with the provisions of this Agreement; (v) the issuance of equity securities (or securities exercisable for, convertible into or exchangeable for equity securities) as a bona fide “equity kicker” to one or more lenders to the Company in connection with a debt financing that has been approved by the Board; (vi) the *pro rata* issuance of equity securities (or securities exercisable for, convertible into or exchangeable for equity securities) in connection with any stock split, stock dividend, in-kind equity distributions or other similar recapitalization; (vii) the issuance of any Preferred Stock or any equity securities that rank on parity with or senior to the Preferred Stock with respect to dividend distributions and distributions upon the liquidation, winding-up and dissolution of the Company; and (viii) any Common Stock issued on the Effective Date.

“Oaktree Stockholder” – Oaktree Principal Fund V, L.P., Oaktree Principal Fund V (Parallel), L.P., Oaktree FF Investment Fund, L.P. or any of the Affiliates, Permitted Transferees or successors of the foregoing.

“Observers” - as defined in Section 9(k).

“Options” – options to purchase Common Stock of the Company issued to employees and management of the Company pursuant to the Company’s management incentive plan.

“Other Securities” – as defined in Section 7(f).

“Overall Percentage Interest” – with respect to any Person, the percentage equivalent of a fraction the numerator of which is the total number of Shares (on a fully-diluted basis) held by such Person, and the denominator of which is the total number of Shares (on a fully-diluted basis) outstanding.

“Permitted Transfer” – one or more Transfers by a Stockholder made (i) to a member or members of the Immediate Family of such Stockholder, (ii) to one of its Affiliates, (iii) to one or more trusts, family partnerships or other entities (in each case, organized under the laws of the United States or any political subdivision thereof) for the benefit of a Stockholder or a Stockholder’s Immediate Family, (iv) to the estate of such Stockholder, or (v) by operation of the provisions of the trust instrument of a trust which is a Stockholder or which is a successor trust, including by way of being a “mirror”, “sub” or “split” trust, directly or indirectly, of a trust which is a Stockholder, so long as the recipient of such Transfer is a Transferee under clauses (i) and (ii) of this definition; it being understood that any change in trustees of any such trust is a Permitted Transfer. In addition, “Permitted Transfer” shall include one or more Transfers from a Person receiving Shares or Preferred Stock pursuant to the prior sentence to the Stockholder who originally transferred such Shares or Preferred Stock to such recipient.

“Permitted Transferee” – a Transferee receiving Shares or Preferred Stock pursuant to a Transfer made in accordance with clauses (i), (ii), (iii), or (v) of the definition of Permitted Transfer.

“Person” – an individual, a company, a partnership, a joint venture, a limited liability company or limited liability partnership, an association, a trust, estate or other fiduciary, any other legal entity, and any Governmental Authority.

“Post-IPO Demand Stockholder” – as defined in Section 8(b).

“Post-IPO Demand Notice” – as defined in Section 8(b).

“Pre-Emptive Allocation” – as defined in Section 7(a).

“Pre-Emptive Right Holder” – as defined in Section 7(a).

“Pre-IPO Demand Group” – as defined in Section 8(a).

“Pre-IPO Demand Notice” – as defined in Section 8(a).

“Preferred Stock” – the 15% Senior Mandatorily Redeemable Preferred Stock of the Company.

“Prospective Subscriber” – as defined in Section 7(f).

“Public Offering” – any bona fide offering by the Company of its Common Stock to the public pursuant to an effective registration statement under the Securities Act or any comparable statement under any comparable federal statute then in effect (other than any registration statement on Form S-8 or Form S-4 or any successor forms thereto).

“Qualified Public Offering” – a bona fide Public Offering that yields gross proceeds to the Company of not less than \$50 million.

“Registrable Securities” – the shares of Common Stock now owned or hereafter acquired by any Stockholder, but with respect to any share, only until such time as such share (i) has been effectively registered under the Securities Act and disposed of in accordance with the Registration Statement covering it or (ii) has been sold to the public pursuant to Rule 144 (or any similar provision then in force) under the Securities Act and the legend referred to in Section 15 has been removed from the certificate representing such share.

“Response Period” – as defined in Section 4(b).

“ROFO Offer Notice” – as defined in Section 4(b).

“ROFO Response” - as defined in Section 4(b).

“Section 4 Selling Stockholder” – as defined in Section 4(b).

“Section 7(g) Subscribers” – as defined in Section 7(g).

“Securities Act” – the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations of the Securities and Exchange Commission thereunder, as the same shall be in effect from time to time.

“Shares” – means all Common Stock Equivalents held by any Stockholder that is a party to this Agreement, whether now owned or hereafter acquired. References to Shares on a “fully-diluted basis” means such Common Stock Equivalents assuming the conversion into, exchange for or exercise into Common Stock of securities convertible into, or exchangeable for, or exercisable into, shares of Common Stock, but excluding any Options (unless otherwise expressly noted herein).

“Stockholder(s)” – as defined in the Preamble.

“Subsidiary” – as to a Person, any corporation, partnership, limited liability company or other organization, whether incorporated or unincorporated, of which at least a majority of the securities or other interests having by their terms voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly beneficially owned or controlled by such party or by any one or more of its subsidiaries, or by such party and one or more of its subsidiaries.

“Tag-Along Notice” – as defined in Section 6(b).

“Tag-Along Rights” – as defined in Section 6(a).

“Tag-Along Seller” – as defined in Section 6(a).

“Tag-Eligible Sale” – as defined in Section 6(a).

“Tag Holders” – as defined in Section 6(a).

“Tagging Stockholder” – as defined in Section 6(b).

“Transfer” – as defined in Section 2(a). “Transferred” and “Transferring” shall have correlative meanings.

“Transferee” – a Person to whom Shares or Preferred Stock are Transferred.

“Visium Observer” - as defined in Section 9(k).

“Visium Stockholder” – Visium Balanced Master Fund, Ltd., Visium Credit Master Fund, Ltd. or any Affiliates, Permitted Transferees or successors of the foregoing.

(b) The following provisions shall be applied wherever appropriate herein:

(i) for purposes of this Agreement, the words “hereof,” “herein,” “hereby” and other words of similar import refer to this Agreement as a whole unless otherwise indicated. Whenever the singular is used herein, the same shall include the plural, and

whenever the plural is used herein, the same shall include the singular, where appropriate. All terms defined herein in the singular shall have the same meaning when used in the plural; all terms defined herein in the plural shall have the same meaning when used in the singular;

(ii) with regard to each and every term and condition of this Agreement, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and that if at any time the parties hereto desire or are required to interpret or construe any such term or condition or any agreement or instrument subject hereto, no consideration shall be given to the issue of which party actually prepared, drafted or requested any term or condition of this Agreement;

(iii) all references herein to Sections, subsections, paragraphs, subparagraphs and clauses shall be deemed references to such parts of this Agreement, unless the context shall otherwise require;

(iv) all pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require;

(v) the words “include” and “including” and variations thereof shall not be deemed terms of limitation, but rather shall be deemed to be followed by the words “without limitation”;

(vi) 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. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day;

(vii) any accounting terms not specifically defined herein shall be construed in accordance with GAAP;

(viii) the Exhibits and Schedules, if any, attached hereto are incorporated herein by reference and shall be considered part of this Agreement;

(ix) any consent or approval rights of the Board or the Company contained herein shall be exercised in the sole and absolute discretion of the Board or the Company, as applicable, unless otherwise expressly set forth herein; and

(x) all references to \$, currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars.

Section 2. Restrictions on Transfer.

(a) Except as expressly permitted in this Agreement, no Stockholder shall in any way, directly or indirectly (whether by act, omission or operation of law), sell, exchange, transfer, hypothecate, negotiate, gift, convey in trust, pledge, assign, encumber, or otherwise dispose of, or by adjudication of the Stockholder as bankrupt, by assignment for the benefit of creditors, by

attachment, levy or other seizure by any creditor (whether or not pursuant to judicial process), or by passage or distribution of Shares or Preferred Stock under judicial order or legal process, carry out or permit the transfer of, all or any portion of such Stockholder's Shares or Preferred Stock (any of the foregoing, a "Transfer"). Any Transfer not expressly permitted herein shall be void and of no effect.

(b) No Transfer may be made (i) that would violate or be inconsistent with any other agreement a Stockholder may have with the Company or would cause the number of securityholders of the Company to exceed the number that is fifty (50) less than the number of securityholders which would require the Company to register any class of securities of the Company under any applicable laws; *provided, however*, that upon the receipt of a written notice by any Stockholder of a proposed Transfer, the Company shall inform such Stockholder, no later than five (5) Business Days after receipt of such notice, of the number of securityholders of the Company if after such proposed Transfer the Company would have a number of securityholders that exceeds the number that is fifty (50) less than the number of securityholders that would require the Company to register any class of securities of the Company under any applicable laws or (ii) to any Competitor of the Company or any Person that owns more than five percent (5%) of the voting interests in a Competitor (unless approved by a majority-in-interest of the Stockholders). No Transfer may be made unless the Transferee (A) agrees in writing to be bound by the provisions of this Agreement as though it were a Stockholder hereunder, and (B) unless waived by the Board (or a designee of the Board to whom such authority has been delegated), causes to be delivered to the Company, at such Transferee's sole cost and expense, a certificate, opinion or other evidence to the effect that such Transfer does not violate or result in registration being required under any applicable law. In addition, such Transferee shall execute and deliver such other instruments and documents, in form and substance reasonably satisfactory to the Board or a designee of the Board to whom such authority has been delegated (including any instrument necessary to cause the Transferee to become a Stockholder), as are reasonably requested by the Company in connection with such Transfer. Upon compliance with all provisions of this Section 2(b), all other Stockholders agree to execute and deliver such amendments hereto as are necessary to cause such Transferee to become a Stockholder if requested by the Board.

Section 3. Certain Permitted Transfers.

Notwithstanding anything to the contrary in Section 2(a), but subject to Section 2(b):

(a) A Stockholder may Transfer all or a portion of such Stockholder's Shares or Preferred Stock (i) to the Company, (ii) as permitted by Section 4, Section 5, and Section 6, and (iii) pursuant to a Permitted Transfer. A Transferring Stockholder shall give written notice to the Company of such Transfer at least five (5) days prior to such Transfer.

(b) A Transferee who becomes a Stockholder pursuant to this Section 3 shall have, to the extent Transferred, the rights and powers, and shall be subject to the restrictions and liabilities, of a Stockholder under this Agreement.

(c) To the extent possible, each Stockholder shall take or cause to be taken all such reasonable actions as may be necessary or reasonably desirable in order to expeditiously consummate a Transfer pursuant to Section 4, Section 5, or Section 6 and any related transactions,

including voting, executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments, furnishing information and copies of documents, filing applications, reports, returns, filings and other documents or instruments with Governmental Authorities, and otherwise cooperating with the prospective selling Stockholder(s) and the proposed purchaser(s) to the extent reasonably requested; *provided, however*, that a Dragged Stockholder or Tag-Along Seller shall be obligated to become liable in respect of any representations, warranties, indemnities or otherwise to the proposed purchaser solely to the extent provided in Section 5 and Section 6, as applicable.

Section 4. Right of First Offer.

(a) Subject to Section 4(d), the provisions of this Section 4 shall apply to all Transfers.

(b) Subject to Section 4(d), prior to offering to Transfer of all or a portion of Shares and/or Preferred Stock by any Stockholder to any Person in accordance with the terms of this Agreement (such Stockholder, the “Section 4 Selling Stockholder”), the Section 4 Selling Stockholder shall provide notice of its desire to enter into such proposed Transfer to the Oaktree Stockholder, stating its intention to effect such a Transfer, including any proposed terms and conditions of such proposed Transfer (including the purchase price per share, the number of Shares and/or Preferred Stock to be Transferred, the proposed date of such Transfer and any other applicable economic or payment terms), and shall not enter into such proposed Transfer until it has complied with its obligations under this Agreement (the “ROFO Offer Notice”). The Oaktree Stockholder shall have three (3) Business Days from the date the ROFO Offer Notice was received to propose an offer to purchase all or any portion of the Shares or Preferred Stock subject to the ROFO Offer Notice (the “ROFO Response”). The ROFO Response shall set forth the terms and conditions (including, without limitation, the purchase price per share the Oaktree Stockholder proposes to pay for the Shares and/or Preferred Stock, any conditions to closing, such as regulatory approvals, and the other terms of the purchase) pursuant to which the Oaktree Stockholder would be willing to enter into a binding agreement for the proposed Transfer. If the Oaktree Stockholder does not deliver a ROFO Response within such period, it shall be deemed to have rejected the opportunity to make an offer. If the Oaktree Stockholder submits a ROFO Response within such three (3) Business Day period, the Section 4 Selling Stockholder shall have three (3) Business Days from the date the ROFO Response was received (the “Response Period”) to accept the offer to Transfer all or any portion of the Shares or Preferred Stock subject to the ROFO Offer Notice to the Oaktree Stockholder under the terms and conditions set forth in the ROFO Response. If the Section 4 Selling Stockholder does not accept the offer provided in the ROFO Response within such period (or earlier, upon the express rejection in writing of the Section 4 Selling Stockholder of such offer), it shall be deemed to have rejected the offer. If the Section 4 Selling Stockholder does not accept the ROFO Response offer with respect to all Shares and Preferred Stock covered thereby after the expiration of the Response Period to accept the ROFO Response (or earlier, upon the express rejection in writing of the Section 4 Selling Stockholder of such offer), it may Transfer such Shares and/or Preferred Stock to any third party (i) on terms and conditions no more favorable (not taking into account any regulatory conditions set forth in the ROFO Response) to such third party than those set forth in the ROFO Response and (ii) at a price equal to no less than 100% of the price offered by the Oaktree Stockholder in the ROFO Response, subject only to Section 2(b), Section 3, and Section 4(d), and Section 6, provided that (x) such Transfer to a third party occurs within thirty (30) days after the expiration

of the Response Period and (y) the Section 4 Selling Stockholder delivers to the Oaktree Stockholder all material proposed agreements relating to such Transfer, including but not limited to, purchase agreements, voting or proxy agreements, and other related agreements or documents requested by the Oaktree Stockholder at least three (3) Business Days prior to the closing of the Transfer of Shares and/or Preferred Stock to such third party. To the extent Shares and/or Preferred Stock are to be Transferred to the Oaktree Stockholder pursuant to this Section 4(b), each Section 4 Selling Stockholder shall cause such Shares and/or Preferred Stock to be Transferred free and clear of all liens, claims, encumbrances and other restrictions (other than as set forth in this Agreement) and shall be deemed to have represented that such Section 4 Selling Stockholder has full right, title and interest in and to such Shares and/or Preferred Stock and has all necessary power and authority and has taken all necessary actions to sell such Shares and/or Preferred Stock. The closing of any Transfer pursuant to this Section 4(b) shall occur in accordance with the terms and provisions of the applicable offer and this Agreement.

(c) Any proposed Transfer by a Section 4 Selling Stockholder not consummated within the time periods set forth in this Section 4 shall again be subject to this Section 4 and shall require compliance by such Section 4 Selling Stockholder with the procedures described in this Section 4. The exercise or non-exercise of the rights of the Oaktree Stockholder under this Section 4 with respect to any proposed Transfer shall not adversely affect its rights with respect to subsequent Transfers by a Section 4 Selling Stockholder under this Section 4.

(d) The provisions of this Section 4 shall be subordinate to those of Section 5, and shall not apply to Transfers under Section 5 or to any Permitted Transfer.

Section 5. Drag-Along Rights.

(a) If a Stockholder, or group of Stockholders, holding at least fifty percent (50%) of the then outstanding Common Stock propose to Transfer at least fifty percent (50%) of the then outstanding Common Stock (for purposes of this Section 5, each a “Dragging Stockholder”), (the “Drag-Along Transaction”) in a single transaction or series of related transactions to any Person other than in connection with a Permitted Transfer or a Transfer to the Company or any of its Subsidiaries, prior to the Drag-Along Transaction, the Dragging Stockholders shall have the right (the “Drag-Along Rights”) to require each Stockholder who is not a Dragging Stockholder (for the purposes of this Section 5, each a “Dragged Stockholder”) to sell that number of Shares equal to (i) the total number of Shares (on a fully-diluted basis, including Options) held by the Dragged Stockholder *multiplied* by (ii) a fraction, the numerator of which is the aggregate number of Shares (on a fully-diluted basis, including Options) to be sold by the Dragging Stockholders in connection with the Drag-Along Transaction and the denominator of which is the aggregate number of Shares (on a fully-diluted basis, including Options) held by the Dragging Stockholders, on the same terms, conditions and price per Share as those applicable to the Dragging Stockholders.

(b) Any Dragging Stockholder exercising its Drag-Along Rights under Section 5(a) shall notify each Dragged Stockholder and the Company in writing of the proposed Drag-Along Transaction no less than fourteen (14) days prior to the contemplated consummation date of the proposed Drag-Along Transaction (the “Drag-Along Notice”). Any such Drag-Along Notice shall set forth: (i) a description of the proposed Drag-Along Transaction, (ii) the name of the

proposed Transferee, (iii) the total number of Shares proposed to be Transferred by the Dragging Stockholders, and (iv) the proposed amount and form of consideration and terms and conditions of payment offered by the proposed Transferee. Any proposed Transfer or transaction pursuant to this Section 5 that is not consummated within one-hundred eighty (180) days following the date of the Drag-Along Notice shall again be subject to the notice provisions of this Section 5(b).

(c) All Dragged Stockholders shall cooperate in, and shall take all actions that the Dragging Stockholders deem reasonably necessary or desirable to consummate the Drag-Along Transaction, including, (i) voting (and if applicable, causing each of its Affiliates to vote) their respective Shares in favor of the Drag-Along Transaction, (ii) voting (and if applicable, causing each of its Affiliates to vote) their respective Shares in opposition to any and all other proposals that could oppose, prevent, delay, or impair the Dragging Stockholders' ability to close the Drag-Along Transaction, (iii) refraining from depositing (and if applicable causing each of its Affiliates to refrain from depositing) any Shares in a voting trust or subjecting any such Shares to any arrangement or agreement with respect to voting any such shares, unless the Dragging Stockholders specifically so request in connection with the Drag-Along Transaction and (iv) entering into an agreement with the Dragging Stockholders and/or the proposed Transferee in connection with the Drag-Along Transaction as may be reasonably requested by the Dragging Stockholder and consistent with the terms hereof. The Company and the Dragged Stockholders shall cooperate with the Dragging Stockholders in obtaining all governmental and third-party approvals and consents reasonably necessary or desirable to consummate such Drag-Along Transaction. In connection with a proposed Drag-Along Transaction, the Company will take such actions as are necessary to accomplish the Drag-Along Transaction, including, without limitation, (I) paying or reimbursing the Dragging Stockholders for any reasonable fees incurred in connection therewith, including the fees of advisors and marketing expenses, (II) cooperating with the Dragging Stockholders to provide necessary information to potential purchasers, (III) assisting with structuring the proposed Drag-Along Transaction and (IV) entering into and executing any instrument, undertaking or obligation necessary or reasonably requested and delivering all documents necessary or reasonably requested in connection with such Drag-Along Transaction.

(d) All Dragged Stockholders shall, to the extent permitted by applicable Law, waive any dissenters' or appraisal rights to which they may be entitled under Section 262 of the Delaware General Corporation Law (or any successor provision thereto) or any other applicable law or contract with respect to the Drag-Along Transaction.

(e) No Dragged Stockholder will be obligated to pay more than its *pro rata* share of transaction expenses incurred (based on the proportion of the aggregate transaction consideration received) in connection with the Drag-Along Transaction to the extent that such expenses are incurred for the benefit of all Stockholders and are not otherwise paid by the Company or the acquiring party (expenses incurred by or on behalf of a Stockholder for its sole benefit not being considered expenses incurred for the benefit of all Stockholders).

(f) No Dragged Stockholder will be liable for more than its *pro rata* share of any indemnity obligations incurred (based on the proportion of the aggregate transaction consideration received) in connection with the Drag-Along Transaction. Any indemnification provided by the

Dragged Stockholders in connection with the Drag-Along Transaction will be on a several and not a joint basis (other than to the extent secured by an escrow fund or other similar mechanism).

(g) No Dragged Stockholder will be obligated to make any representations or warranties in connection with the Drag-Along Transaction, except as to (i) good and valid title to the Shares being Transferred, (ii) the absence of liens, with respect to the Shares being Transferred, (iii) such Dragged Stockholder's valid existence and good standing (if applicable), (iv) the legal capacity and authority for, and validity, binding effect and enforceability of (as against such Dragged Stockholder), any agreement entered into by such Dragged Stockholder in connection with the Drag-Along Transaction, (v) all required consents and approvals to the Dragged Stockholder's Transfer of such Shares having been obtained (excluding securities laws), (vi) the fact that no broker's commission or finder's fee is payable by the Dragged Stockholder as a result of the Dragged Stockholder's conduct in connection with the Drag-Along Transaction and (vii) the fact that the Drag-Along Transaction will not (A) conflict with, or result in any violation or breach of, any provision of any organizational document of the Dragged Stockholder or (B) conflict with, or result in any material violation or breach of, any material contract, instrument, or obligation to which the Dragged Stockholder is a party. All representations and warranties made by any Dragged Stockholder in connection with the Drag-Along Transaction shall be on a several and not joint basis.

(h) The provisions of Section 4 and Section 6 shall be subordinate to and shall not apply to any Transfer or exercise of rights contemplated by this Section 5.

Section 6. Tag-Along Rights.

(a) Subject to Section 6(g), if any Stockholder or group of Stockholders proposes to Transfer at least fifty percent (50%) of the then outstanding Common Stock (for the purposes of this Section 6, each a "Tag-Along Seller"), in connection with any transaction or series of related transactions (each, a "Tag-Eligible Sale"), to any to any Person and the right of first offer set forth in Section 4 above was not fully exercised with respect to such Transfer (such that all of the Shares proposed to be sold by the Section 4 Selling Stockholder will not be Transferred to the Oaktree Stockholder), then each Stockholder other than such Tag-Along Seller (each, a "Tag Holder") shall have the right to require the proposed Transferee to purchase a number of such Stockholder's Shares equal to (i) the total number of Shares (on a fully-diluted basis, including Options) that the proposed Transferee has agreed or committed to purchase in the Tag-Eligible Sale *multiplied by* (ii) a fraction, the numerator of which is the aggregate number of Shares (on a fully-diluted basis, including Options) owned by the Tag Holder and the denominator of which is the aggregate number of outstanding Shares (on a fully-diluted basis, including Options), on the same terms, conditions and equivalent type and amount of consideration payable per share of Shares as such Tag-Along Sellers (the "Tag-Along Rights").

(b) Any Tag-Along Seller shall notify each Tag Holder in writing of the proposed Tag-Eligible Sale no less than fourteen (14) days prior to the contemplated consummation date of the proposed Tag-Eligible Sale (the "Tag-Along Notice"). Any such Tag-Along Notice shall set forth: (i) a description of the proposed Tag-Eligible Sale, (ii) the name of the proposed Transferee, (iii) the total number of Shares proposed to be Transferred by the Tag-Along Sellers, and (iv) the proposed amount and form of consideration and terms and conditions of payment

offered by the proposed Transferee. If a Tag Holder elects to exercise its Tag-Along Rights (each a “Tagging Stockholder”), (I) such Tag Holder shall notify the Tag-Along Seller and the Company in writing of such proposed exercise no less than seven (7) days following such Tag Holder’s receipt of the Tag-Along Notice and (II) the terms, conditions and closing of such Tagging Stockholder’s Transfer in connection with the Tag-Eligible Sale will be governed by the terms and conditions of the closing of the Tag-Eligible Sale. If a Tag Holder fails to notify the Tag-Along Seller and the Company of its intent to exercise such Tag-Along Rights within such seven (7) day period, such Tag Holder shall be deemed to have waived, and shall forfeit, such Tag-Along Rights with respect to such Tag-Eligible Sale. Any proposed Tag-Eligible Sale that is the subject of a Tag-Along Notice that is not consummated within one-hundred eighty (180) days following the date of the Tag Notice shall again be subject to the notice provisions of Section 6 and shall require compliance by the Stockholders with the procedures described in this Section 6(b).

(c) The number of Shares being purchased from the Tag-Along Seller and any Tagging Stockholders will be reduced on a *pro rata* basis if the proposed Transferee will not purchase all the Shares being offered.

(d) No Tagging Stockholder will be obligated to pay more than its *pro rata* share of transaction expenses incurred (based on the proportion of the aggregate transaction consideration received) in connection with such Tag-Eligible Sale to the extent that such expenses are incurred for the benefit of all Stockholders and are not otherwise paid by the Company or the acquiring party (expenses incurred by or on behalf of a Stockholder for its sole benefit not being considered expenses incurred for the benefit of all Stockholders).

(e) No Tagging Stockholder will be liable for more than its *pro rata* share of any indemnity obligations incurred (based on the proportion of the aggregate transaction consideration received) in connection with the Tag-Eligible Sale. Any indemnifications provided by any Tagging Stockholders in connection with the Tag-Eligible Sale will be on a several and not a joint basis (other than to the extent secured by an escrow fund or other similar mechanism).

(f) Any Tagging Stockholder Transferring Shares pursuant to this Section 6 shall make all representations or warranties in connection with such Transfer as made by the Tag-Along Seller. All representations and warranties made by any Tagging Stockholder in connection with the Tag-Eligible Sale shall be on a several and not joint basis.

(g) The provisions of this Section 6 shall be subordinate to those of Section 5, and shall not apply to Transfers under Section 5 or to any Permitted Transfer or Transfers to the Company or any of its Subsidiaries.

Section 7. Pre-Emptive Rights.

(a) Each Stockholder (for the purpose of this Section 7, each a “Pre-Emptive Right Holder”) shall have the right to purchase such Pre-Emptive Right Holder’s Overall Percentage Interest (for the purpose of this Section 7, the “Pre-Emptive Allocation”), or any lesser number, of any New Securities that the Company may, from time to time, propose to sell and issue.

(b) In the event the Company proposes to undertake an issuance of New Securities, it will give each Pre-Emptive Right Holder written notice of such issuance (which notice shall be delivered at least fourteen (14) days prior to such issuance), describing the New Securities and the price and terms upon which the Company proposes to issue the same, and setting forth the number of shares or other number of New Securities which such Stockholder is entitled to purchase pursuant to such Stockholder's Pre-Emptive Allocation and the aggregate purchase price therefor. Each Pre-Emptive Right Holder will have seven (7) days from the date of delivery of any such notice from the Company to agree to purchase a specified portion of such New Securities up to such Stockholder's Pre-Emptive Allocation for the price and upon the terms specified in the notice (*provided, however*, that the Pre-Emptive Right Holders shall be entitled to pay cash in lieu of any non-cash consideration) by giving written notice to the Company and stating therein the quantity of New Securities to be purchased. If not all of the Pre-Emptive Right Holders elect to purchase their full Pre-Emptive Allocation of New Securities, then the Company shall notify in writing the fully-participating Pre-Emptive Right Holders (if any) of such and offer such holders the right to acquire such unsubscribed New Securities. Each fully-participating Pre-Emptive Right Holder so notified shall have the right to purchase its *pro rata* share of the unsubscribed New Securities (in proportion to the Overall Percentage Interests of all fully participating Pre-Emptive Right Holders) within seven (7) days from the date of such notice from the Company by giving written notice to the Company and stating therein the quantity of unsubscribed New Securities to be purchased.

(c) In the event that after said seven (7) day period (or, as applicable, such fourteen (14) day period) there exists any amount of New Securities that have not been purchased pursuant to this Section 7, the Company will have one-hundred twenty (120) days thereafter to sell such unpurchased New Securities, at a price and upon such other terms no more favorable to the purchasers thereof than those specified in the Company's notice. In the event the Company has not sold such New Securities within said 120-day period, the Company will not thereafter issue or sell any New Securities without first offering such New Securities to each Pre-Emptive Right Holder in the manner provided above.

(d) The pre-emptive rights granted by this Section 7 shall be exercisable only by "accredited investors" as defined under Section 501 of Regulation D of the Securities Act. In the event that exercise of a Pre-Emptive Right Holder's right under this Section 7 would require under applicable law the registration or qualification of such securities or of any Person as a broker or dealer or agent with respect to such securities where such registration or qualification is not otherwise required for the issuance, such Pre-Emptive Right Holder shall not have the right to participate in the issuance. Without limiting the generality of the foregoing and except as provided for in Section 8, it is understood and agreed that the Company has no obligation to effect a registration of such securities under the Securities Act or similar state statutes.

(e) The closing of any sale of New Securities shall be on the date set forth in the notice provided by the Company pursuant to Section 7(b); *provided, however*, that such date shall be extended as to any participating Pre-Emptive Right Holder for up to forty (40) days (or such longer period as may be approved by the Company, which approval shall not be unreasonably delayed or withheld) for purposes of obtaining any necessary approvals from Governmental Authorities. The exercise or non-exercise of the rights of the Pre-Emptive Right Holders under

this Section 7 shall not adversely affect their rights to participate in subsequent offerings of New Securities subject to Section 7.

(f) The Company may condition the participation of the Pre-Emptive Right Holder upon the purchase by such Pre-Emptive Right Holder of any securities (including debt securities) other than New Securities (“Other Securities”) in the event that the participation of any Person who is not a Pre-Emptive Right Holder in such issuance (a “Prospective Subscriber”) is so conditioned. In such case, each Pre-Emptive Right Holder exercising its right under this Section 7 shall acquire, together with the New Securities to be acquired by it, Other Securities in the same proportion to the New Securities to be acquired by it as the proportion of Other Securities to New Securities being acquired by a Prospective Subscriber in such issuance, on the same terms and conditions, as to all New Securities and Other Securities issued to Pre-Emptive Right Holders exercising their rights under this Section 7, as the Prospective Subscriber shall be issued New Securities and Other Securities.

(g) Notwithstanding the requirements of Section 7(b), in the event that the Board determines that there are circumstances which would materially disadvantage (1) the Stockholders in a similar manner or (2) the Company, the Company may proceed with any issuance of New Securities prior to having complied with the provisions of Section 7(b), *provided, however*, that the Company shall:

(i) provide each Pre-Emptive Right Holder with (i) prompt notice of (which in any event shall be no later than five (5) Business Days after) such issuance and (ii) the notice described in Section 7(b) in which the actual price per unit of New Securities shall be set forth;

(ii) offer to issue to such Pre-Emptive Right Holder such number of New Securities of the type issued in the issuance as may be requested by such Pre-Emptive Right Holder (not to exceed such Stockholder’s Pre-Emptive Allocation) on the same economic terms and conditions, other than the closing date, with respect to such securities as the subscribers in the issuance (“Section 7(g) Subscribers”) received;

(iii) keep such offer open for a period of seven (7) days, during which period, each such Pre-Emptive Right Holder may accept such offer by sending a written acceptance to the Company and stating therein the quantity of New Securities to be purchased, not to exceed such Stockholder’s Pre-Emptive Allocation; and

(iv) repurchase from the Section 7(g) Subscribers such number of New Securities equal to the number of New Securities acquired by the Pre-Emptive Right Holders under this Section 7(g) at the actual price per unit of the applicable New Securities.

Section 8. Demand Registration Rights; Piggy-Back Rights

(a) Prior to a Public Offering, any Stockholder or group of Stockholders who combined hold at least fifty percent (50%) of the outstanding shares of Common Stock shall be entitled to make one Demand Registration Request (such Stockholder or group of Stockholders, a “Pre-IPO Demand Group”); *provided that* (x) the Company may, if the Board determines in the

exercise of its reasonable judgment that due to a pending or contemplated financing, acquisition or disposition, to effect such Demand Registration at such time would have a material adverse effect on the Company, defer such Demand Registration for a single period not to exceed one hundred eighty (180) days (but if the Company elects to defer any such Demand Registration pursuant to the terms of this sentence, no Demand Registration Request shall be deemed to have occurred for purposes of this Agreement until such related Demand Registration is consummated) and (y) the Company shall be obligated to effect only one Demand Registration Request pursuant to this Section 8(a). Within ten (10) days after receipt of the Demand Registration Request under this Section 8(a), the Company will send written notice (the “Pre-IPO Demand Notice”) of such registration request and its intention to comply therewith to all Stockholders who are holders of Registrable Securities and, subject to Section 8(e) below, the Company will include in such related Demand Registration all Registrable Securities of such Stockholders with respect to which the Company has received written requests for inclusion therein within fourteen (14) days after the receipt of the Pre-IPO Demand Notice. All requests made pursuant to this Section 8(a) will specify the aggregate number of Registrable Securities requested to be registered and will also specify the intended methods of disposition thereof.

(b) Subsequent to a Public Offering, any Stockholder (and its Affiliates and Permitted Transferees) who at the time of any Demand Registration Request under this Section 8(b) holds at least ten percent (10%) of the outstanding shares of Common Stock (each such Stockholder, together with its Affiliates and Permitted Transferees, a “Post-IPO Demand Stockholder”), shall each be entitled to make a total of three (3) Demand Registration Requests under this Section 8(b), *provided that* (x) the Company may, if the Board determines in the exercise of its reasonable judgment that due to a pending or contemplated financing, acquisition or disposition, to effect such Demand Registration at such time would have a material adverse effect on the Company, defer such Demand Registration for a single period not to exceed one hundred eighty (180) days (but if the Company elects to defer any such Demand Registration pursuant to the terms of this sentence, no Demand Registration Request shall be deemed to have occurred for purposes of this Agreement until such related Demand Registration is consummated) and (y) the Company shall be obligated to effect only a combined total of three Demand Registration Requests in any three-hundred sixty-five (365) day period. Within ten (10) days after receipt of the Demand Registration Request under this Section 8(b), the Company will send written notice (the “Post-IPO Demand Notice”) of such Demand Registration Request and its intention to comply therewith to all Stockholders who are holders of Registrable Securities and, subject to Section 8(d) below, the Company will include in such related Demand Registration all Registrable Securities of such Stockholders with respect to which the Company has received written requests for inclusion therein within fourteen (14) days after the receipt of the Post-IPO Demand Notice. All requests made pursuant to this Section 8(b) will specify the aggregate number of Registrable Securities requested to be registered and will also specify the intended methods of disposition thereof.

(c) A request for registration of Shares shall not be counted as a Demand Registration Request hereunder until the related Demand Registration has been declared effective by the Securities and Exchange Commission (the “Commission”) and maintained continuously effective for a period of at least three (3) months or such shorter period when all Registrable Securities included therein have been sold in accordance with such Demand Registration.

(d) If pursuant to any Demand Registration the managing underwriter or underwriters thereof (or in the case of a Demand Registration not being underwritten, the holders of a majority of the Registrable Securities held by the Pre-IPO Demand Group or Post-IPO Demand Stockholder, as applicable, after consultation with an investment banker of nationally recognized standing), advise the Company in writing that in its or their reasonable opinion the number of Shares proposed to be sold in such Demand Registration exceeds the number that can be sold in such offering without having a material adverse effect on the success of the offering (including, without limitation, an impact on the selling price), the Company will include in such Demand Registration only the number of Shares that, in the reasonable opinion of such underwriter or underwriters (or such holders of Registrable Securities held by the Pre-IPO Demand Group or Post-IPO Demand Stockholder, as applicable) can be sold without having a material adverse effect on the success of the offering, as follows: (i) first, to the Pre-IPO Demand Group or Post-IPO Demand Stockholder, as applicable, and to all other Stockholders that provided the Company with a timely written request for inclusion in accordance with the procedures of Section 8(a) or Section 8(b) on a *pro rata* basis, (ii) second, to the Company, and (iii) third, to all Stockholders who do not meet the criteria of subsection (i), but request to be included in such Demand Registration, on a *pro rata* basis.

(e) If, at any time, the Company determines to register any of its equity securities for its own account under the Securities Act in connection with the Public Offering of such securities solely for cash on a form that would also permit the registration of any of the Registrable Securities, the Company shall, at each such time, promptly give each Stockholder written notice of such determination. Upon the written request of any Stockholder received by the Company within twenty-one (21) days after the giving of any such notice by the Company, the Company shall use its reasonable best efforts to register under the Securities Act all of the Registrable Securities of such Stockholder that each Stockholder has requested be registered. If the managing underwriter or underwriters of the registration to be undertaken by this Section 8(e) (or in the case of a registration not being underwritten, the Board, after consultation with an investment banker of nationally recognized standing) advise the Company in writing that in its or their reasonable opinion the number of securities proposed to be sold in such registration exceeds the number that can be sold in such offering without having a material adverse effect on the success of the offering (including, without limitation, an impact on the selling price), the Company will include in such registration only the number of securities that, in the reasonable opinion of such underwriter or underwriters (or the Board, as applicable) can be sold without having a material adverse effect on the success of the offering, as follows: (i) first, to the Company and (ii) second, to the Stockholders with respect to the Shares the Stockholders requested to be included in such registration, on a *pro rata* basis.

(f) The expenses of all Demand Registrations and all registrations undertaken pursuant to Section 8(e) (including the fees and expenses of a total of one counsel for the Pre-IPO Demand Group or Post-IPO Demand Stockholder, as applicable, but excluding any discounts given, and any commission paid, to the underwriters of the offering) shall be borne by the Company.

(g) Registration Procedures. With respect to any Demand Registration or registration pursuant to Section 8(e), the Company will, subject to Section 8(d) and Section 8(e), as expeditiously as practicable:

(i) prepare and file with the Commission a registration statement with respect to such Registrable Securities, and use its best efforts to cause such registration statement to become and remain effective;

(ii) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement;

(iii) furnish to the Stockholders registering their Shares pursuant to the registration statement such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with requirements of the Securities Act, and such other documents such Stockholders may reasonably request in order to facilitate the disposition of their Registrable Securities;

(iv) use its best efforts to register and qualify the securities covered by such registration statement under such securities or Blue Sky laws of such jurisdictions as shall be reasonably appropriate for the distribution of the securities covered by the registration statement, *provided* that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business or to file a general consent to service of process in any such jurisdiction;

(v) use its best efforts to cause all Registrable Securities covered by such registration statement to be registered with, or approved by, such other Governmental Authority as may be necessary to enable the seller or sellers thereof to consummate the disposition of such Registrable Securities;

(vi) notify each seller of Registrable Securities covered by such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and at the request of any such Stockholder, promptly prepare and furnish to such Stockholder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(vii) use its best efforts to comply with all applicable rules and regulations of the Commission;

(viii) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such registration statement from and after a date not later than the effective date of such registration statement; and

(ix) use its reasonable best efforts to list all Registrable Securities covered by such registration statement on a national securities exchange.

(h) Underwriting. Each Stockholder (together with its Permitted Transferees) selling Registrable Securities in any registration pursuant to this Section 8, as a condition for the inclusion of such Registrable Securities in such registration, shall execute and deliver an underwriting agreement in a form acceptable to the Company, and consented to by the Pre-IPO Demand Group or the Post-IPO Demand Stockholder in the case of a registration pursuant to Section 8(a) or Section 8(b), as applicable. The holders of a majority of the Registrable Securities in any Demand Registration shall have the right to select the investment banker(s) and manager(s) to administer the offering relating to such Demand Registration.

(i) Other Registration Rights. Except as provided in this Agreement, the Company shall not grant to any Persons the right to request the Company to register any equity securities of the Company, or any securities, options, or rights convertible or exchangeable into or exercisable for such equity securities, without the prior written consent of a majority of the Stockholders.

(j) Indemnification.

(i) The Company agrees to indemnify, to the fullest extent permitted by law, each holder of Registrable Securities, its officers, partners, members and directors and each Person who controls such holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses caused by, arising out of, or based on any untrue or alleged untrue statement of material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except, as to any holder, insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the prospectus or any amendments or supplements thereto if such delivery is required by the Securities Act after the Company has furnished such holder with a sufficient number of copies of the same. In connection with an underwritten offering, the Company shall indemnify such underwriters, their officers and directors and each Person who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the holders of Registrable Securities.

(ii) In connection with any registration statement pursuant to which a holder of Registrable Securities is selling Registrable Securities, each such seller shall furnish to the Company in writing such information concerning such seller as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the fullest extent permitted by law, shall indemnify the other holders of Registrable Securities and the Company, and their respective officers, directors, agents, and employees, and each other Person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses resulting from any untrue or alleged untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement

thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such holder expressly for use therein; provided that the obligation to indemnify shall be individual, not joint and several, for each holder and shall be limited to the net amount of proceeds received by such seller from the sale of Registrable Securities pursuant to such registration statement.

(iii) Any Person entitled to indemnification under this Section 8(j) shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any Person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(iv) The indemnification provided for under this Section 8(j) shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of Shares. The Company also agrees to make such provisions, as are reasonably requested by any indemnified party, for contribution to such party in the event the Company's indemnification is unavailable for any reason.

Section 9. Board of Directors; Observer Rights.

(a) The Board shall consist of seven (7) members, to be selected according to the procedures outlined in this Section 9.

(b) Meetings of the Board shall be presided over by the Chairman of the Board (the "Chairman"), who shall be chosen by a majority vote of all of the members of the Board.

(c) The Oaktree Stockholder shall have the right to designate the following number of members of the Board:

(i) Three (3) members, if the Oaktree Stockholder or its Permitted Transferees combined hold at least thirty-five percent (35%) of the outstanding Shares (on a fully-diluted basis), which shall initially be Mike Harmon, David Tanner and another member appointed by the Oaktree Stockholder;

(ii) Two (2) members, if the Oaktree Stockholder or its Permitted Transferees combined hold at least twenty-five percent (25%), but not thirty-five percent (35%) or more, of the outstanding Shares (on a fully-diluted basis);

(iii) One (1) member, if the Oaktree Stockholder or its Permitted Transferees combined hold at least fifteen percent (15%), but not twenty-five percent (25%) or more, of the outstanding Shares (on a fully-diluted basis).

The rights contained in this Section 9(c) shall terminate if the Oaktree Stockholder or its Permitted Transferees combined hold less than fifteen percent (15%) of the outstanding Shares (on a fully-diluted basis).

(d) The chief executive officer of the Company shall be a member of the Board, who shall initially be Scott A. Bartos.

(e) The Fidelity Stockholder shall have the right to designate one (1) member of the Board, so long as it or its Permitted Transferees combined hold at least ten and forty-five one hundredths percent (10.45%) of the outstanding Shares (on a fully-diluted basis).

(f) The Company shall have the right to designate two (2) members of the Board (the “Independent Directors”), subject to the approval of a majority of the Shares held by the Backstop Parties. If there are no Backstop Parties holding any Shares, the Company’s right to designate members of the Board is subject only to the approval of a majority vote of all the members of the Board. Each such Independent Director designated pursuant to this Section 9(f) or Section 9(g) must satisfy the definition of “independent director” for purposes of the NASDAQ stock market standards.

(g) The Company shall have the right to designate an additional number of members of the Board, in accordance with the approvals and standards of Section 9(f), equal to (i) four (4) *subtracted by* (ii)(x) the number of members designated by the Oaktree Stockholder pursuant to Section 9(c) and (y) the number of members designated by the Fidelity Stockholder pursuant to Section 9(e). The members designated pursuant to this Section 9(g) shall also be deemed Independent Directors.

(h) For each member designated pursuant to Section 9(c), Section 9(d), Section 9(e), Section 9(g) or Section 9(g), the Company shall be required to nominate and recommend such proposed member to the holders of Common Stock Equivalents for election at each annual meeting and at any other meeting where members are to be elected, and all Stockholders shall be required to vote in favor of the designated member(s).

(i) Unless otherwise determined by the Board, the board of directors (or similar governing body) of each of the Company’s subsidiaries shall be comprised of designees appointed in the same manner and according to the same procedures as the members of the Board pursuant to this Section 9.

(j) Any member of the Board appointed pursuant to Section 9(c), Section 9(d), Section 9(e), Section 9(g) or Section 9(g) above may resign, or may be removed either (i) with or without cause solely at the direction of the Stockholder, or agreement of the Stockholders if

designated by more than one Stockholder, who designated such member of the Board, (ii) by the affirmative written vote or written consent of a majority of the remaining members of the Board upon death, disability, incapacity or disqualification of such member of the Board or (iii) in the case of any member of the Board appointed pursuant to Section 9(f) or Section 9(g), with or without cause by the affirmative written vote or written consent a majority of the remaining members of the Board. The Stockholder(s) who designated such resigned or removed member (or such Stockholders' successors or Permitted Transferees) shall have the exclusive right to designate a replacement for such member of the Board, which individual shall be appointed and approved pursuant to Section 9(c), Section 9(d), Section 9(e), Section 9(g) or Section 9(g) above, as applicable. The Board and the Stockholders shall as promptly as reasonably practicable effect any such resignation or removal, as the case may be, and related designation, appointment and approval of any member of the Board pursuant to this paragraph.

(k) Board Observer. The Company shall (i) so long as the Visium Stockholder owns at least seven and twenty-five one hundredths percent (7.25%) of the outstanding Shares (on a fully-diluted basis), invite one representative designated by the Visium Stockholder (the "Visium Observer"), (ii) so long as the DW Stockholder owns at least six and five-tenths percent (6.5%) of the outstanding Shares (on a fully-diluted basis), invite one representative designated by the DW Stockholder (the "DW Observer") and (iii) so long as the Fidelity Stockholder owns at least ten and forty-five one hundredths percent (10.45%) of the outstanding Shares (on a fully-diluted basis), invite one representative designated by the Fidelity Stockholder (the "Fidelity Observer", and collectively with the Visium Observer and the DW Observer, the "Observers") to attend all meetings of the Board in a nonvoting observer capacity and, in this respect, shall give each Observer copies of all notices, minutes, consents, and other materials that it provides to its directors; provided, however, that (I) the right to designate an Observer shall be subject to such Observer agreeing to hold in confidence and trust all information so provided and, if the Company so requests, execution of a customary confidentiality agreement with the Company (and the entity or entities (the "Designor"), as applicable, designating each Observer shall be responsible for such Designor's respective Observer doing so), and (II) each such Observer shall at all times during his or her appointment be an employee of the applicable Designor; and provided, further, that the Company reserves the right to withhold any information and to exclude an Observer from any meeting or portion thereof if the Company reasonably and in good faith determines (i) that such withholding of information or exclusion is necessary to preserve the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or a conflict of interest, (ii) if such Designor, Observer or their respective Affiliates is a Competitor or (iii) that such Designor, Observer or their respective Affiliates are in breach of their obligations of confidentiality as set forth in this Section 9(k).

(l) The rights to designate representatives for appointment to the Board, any committee of the Board, the board of directors (or similar governing body) of each Company's subsidiaries and any committees thereof (other than the rights contained in Section 9(a) and Section 9(c)) and the rights to designate an Observer to meetings of the Board shall terminate with respect to all Stockholders immediately prior to the consummation of a Qualified Public Offering, at which time, if requested by the Company, each Stockholder will direct its designee(s), and each such designee shall, resign from the Board, any committee of the Board, the board of directors (or similar governing body) of each of the Company's Subsidiaries and any committees thereof.

(m) Each member of the Board and the Observers shall be entitled to reimbursement from the Company for his or her reasonable out of pocket expenses (including travel) incurred in attending any meeting of the Board or Subsidiary board of directors or any committee thereof, pursuant to Company policy.

Section 10. Matters Requiring Board Consent.

(a) Except as provided for in this Agreement, the Company shall not, without approval of the Board, which approval must include the affirmative vote of a majority of the Independent Directors:

(i) create any new class or series of equity or increase the authorized amount of any class of equity, or issue any stock or other equity securities, or any options, warrants, notes or other securities exercisable for or convertible into stock or other equity securities or other rights to acquire equity securities, of the Company, other than pursuant to employee benefit plans approved by the Board;

(ii) make any material amendment to the Company's by-laws or certificate of incorporation (including, but not limited to, any amendment to increase or decrease the authorized size of the Board);

(iii) enter into any material transaction of any kind with any Affiliate of the Company, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Company as would be obtainable by the Company at the time in a comparable arm's length transaction with a Person other than an Affiliate;

(iv) make any sale, transfer, license, lease or other disposition (including any sale and leaseback transaction) of all or substantially all of the assets, property or rights of the Company, taken as a whole (or the grant of any option or other right to do any of the foregoing);

(v) materially deviate from the principal business of the Company or enter new material lines of business;

(vi) cancel any directors' and officers' liability insurance or fiduciary liability insurance policy;

(vii) make any material amendment to the rights, preferences or privileges of any of the equity securities of the Company in a manner that is materially adverse to the holders of such securities;

(viii) enter into or make any material amendment to an employment or consulting agreement involving payments to any Person who is an officer or director of the Oaktree Stockholder or the Company (or a member of the Immediate Family of any such Persons); or

(ix) enter into or become party to any joint venture, or agree to or consummate any acquisition of any assets, entities or businesses (whether by merger, consolidation or any business combination), involving an aggregate consideration exceeding \$25,000,000 in a single transaction or series of related transactions.

Section 11. D&O Insurance.

The Company shall maintain directors' and officers' liability insurance and fiduciary liability insurance for all directors with insurers of recognized financial responsibility in such amounts as the Board determines to be prudent and customary for the Company's business and operations. The Company and the Stockholders shall take all necessary action so that each of the directors shall be entitled to indemnification and advancement of expenses to the maximum extent available under applicable law.

Section 12. Pledges.

A Stockholder shall not be permitted to pledge, hypothecate or otherwise encumber any of its Shares or Preferred Stock.

Section 13. Information Rights.

(a) The Company will furnish to the Oaktree Stockholder and all Backstop Parties party to this Agreement so long as, in each case, such Person owns at least five percent (5%) of the outstanding Shares (on a fully-diluted basis) all information the Company is required to deliver to the administrative agent or lenders pursuant to its then-existing credit agreement. All Stockholders party to this Agreement shall be entitled to receive the Financial Statements and obtain access to Management Calls. The Company will furnish the Financial Statements to all Stockholders party to this Agreement, and hold live quarterly conference calls to discuss operating results and related matters for any relevant reporting period (the "Management Calls"). No fewer than three (3) Business Days prior to the date on which any Management Call is to be held, the Company shall provide notice to the Stockholders party to this Agreement announcing the time and date of such Management Call, and including all information necessary to access the call or directing the Stockholders party to this Agreement to contact the appropriate person at the Company to obtain such information.

(b) Within ninety (90) days after the end of each fiscal year, the Company shall cause to be delivered to each Stockholder (so long as such Stockholder owned any Common Stock during such prior fiscal year) all information reasonably necessary for the preparation of such Stockholder's income tax returns (whether federal, state or foreign).

Section 14. Representations and Warranties. Each party hereto represents and warrants, as of the date hereof, to the other parties hereto as follows:

(a) If an entity, such party is duly organized, validly existing and, if applicable, in good standing under the laws of the jurisdiction of its organization.

(b) Such party, as appropriate, has the full power, right and authority to enter into this Agreement, to perform, observe and comply with all of such party's agreements and obligations

hereunder, and to consummate the transactions contemplated hereby. If an entity, such party has taken all action required to be taken by it with respect to the execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby.

(c) This Agreement has been duly and validly executed by such party and, upon delivery thereof by such party, will constitute a legally valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability thereof may be limited by applicable bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by general principles of equity.

(d) The execution, delivery and performance by such party of this Agreement does not and will not, and the consummation of the transactions contemplated hereby in compliance with the terms and provisions hereof will not, to the best knowledge of such party, with or without the giving of notice, the passage of time, or both, conflict with, result in a breach of, or constitute a violation or default of or give any third party the right to terminate, accelerate or modify any obligation under (i) any material agreement or other document or instrument to which such party is a party or by which such party is bound or affected, (ii) if an entity, the organizational documents of such party, or (iii) any law, statute, rule, regulation, ordinance, writ, order or judgment to which such party is bound or affected.

The representations and warranties contained in this Agreement shall survive the execution of this Agreement and continue in full force and effect indefinitely.

Section 15. Legends. Each certificate or other documents representing Shares or Preferred Stock shall bear the following legend until such time as the Shares or Preferred Stock represented thereby are no longer subject to the provisions hereof or such legend is no longer applicable (as determined by the Company in its sole direction):

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR UNDER ANY STATE SECURITIES LAWS, AND MAY NOT BE SOLD, TRANSFERRED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SAID ACT OR SUCH LAWS AND THE RULES AND REGULATIONS THEREUNDER.

THE VOTING, SALE, TRANSFER, ENCUMBRANCE OR OTHER DISPOSITION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE TERMS AND CONDITIONS OF A STOCKHOLDERS' AGREEMENT, DATED AS OF [●] (AS THE SAME MAY BE AMENDED, MODIFIED, SUPPLEMENTED OR RESTATED FROM TIME TO TIME), A COPY OF WHICH MAY BE OBTAINED AT NO COST BY WRITTEN REQUEST MADE BY THE HOLDER OF RECORD OF THIS CERTIFICATE TO THE SECRETARY OF WP ROCKET HOLDINGS INC.”

The Company will instruct any transfer agent not to register the Transfer of any shares of Common Stock until the conditions specified in the foregoing legend and this Agreement are satisfied.

Section 16. Certain Events.

In the event of any stock split, stock dividend, merger, reorganization, recapitalization or other change in the capital structure of the Company affecting the Shares or Preferred Stock, (i) the type and number of Shares or Preferred Stock shall be adjusted appropriately and (ii) this Agreement and the obligations hereunder shall automatically attach to any additional Shares, Preferred Stock or other securities or rights of the Company issued to or acquired by a Stockholder.

Section 17. Notices.

All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) five (5) days after posting in the United States mail having been sent registered or certified mail return receipt requested, (c) when delivered by FedEx or other nationally recognized overnight delivery service or (d) when delivered by facsimile or electronic mail communication, in each case, addressed to the other parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Company:

WP Rocket Holdings Inc.
9221 East Via de Ventura
Scottsdale, Arizona 85258
Attn: General Counsel

If to the Oaktree Stockholder:

(i) by electronic mail communication to:

Michael Harmon
mharmon@oaktreecapital.com

and

(ii) with a copy by FedEx or other nationally recognized overnight delivery service with signature confirmation to:

Oaktree Capital Management
333 South Grand Avenue, 28th Floor
Los Angeles, CA 90071
Attention: Michael Harmon and
General Counsel

If to any other Stockholder, to the applicable address indicated on Schedule 1 attached hereto as amended from time to time.

Section 18. Governing Law; Forum Selection; Consent to Jurisdiction.

This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Delaware without reference to its internal conflicts of laws principles. Each party hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the State of Delaware in any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof (and each party agrees that service of any process, summons, notice or document by U.S. registered mail to the addresses set forth in Section 17 above or on such party's signature page hereto, as amended, shall be effective service of process for any action brought against such party in any court). Each party hereto hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue in connection with any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof in the Court of Chancery of the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum. The parties further agree that a final judgment in any action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 19. Successors and Assigns. The provisions of this Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective permitted successors and assigns. No party may assign any of its rights or obligations under this Agreement or any part hereof except as expressly set forth herein.

Section 20. No Other Relationships. Nothing contained herein or in any other agreement delivered pursuant hereto or thereto shall be construed to create any agency relationship among the Stockholders. No Stockholder shall owe any fiduciary duties to the Company or to any other Stockholder by virtue of this Agreement. To the extent that at law or in equity, a Stockholder has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Stockholder, a Stockholder acting under this Agreement shall not be liable to the Company or to any Stockholder for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Stockholder otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Stockholder.

Section 21. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a Governmental Authority, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination

that any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

Section 22. Expenses. Except as otherwise expressly provided herein, each party hereto shall bear its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

Section 23. Remedies. Each of the parties to this Agreement will be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party shall be entitled to immediate injunctive relief or specific performance without bond or the necessity of showing actual monetary damages in order to enforce or prevent any violations of the provisions of this Agreement.

Section 24. Confidentiality; Public Announcements, Etc. Each Stockholder agrees, and agrees to cause its Affiliates, to at all times hold in confidence and keep secret and inviolate all of the Company's confidential information, including, without limitation, all unpublished matters relating to the business, property, accounts, books, records, customers and contracts of the Company which the Stockholder or any such Affiliates may or hereafter come to know; *provided, however,* that, except as otherwise provided herein, the Stockholder may disclose any such information (a) to its Affiliates, directors, officers, employees, representatives and agents, including accountants, legal counsel and other advisors who have a need to know such information in connection with the Stockholder's investment in the Company (it being understood and agreed that (i) the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential, (ii) no such information will be used to the detriment of the Company and (iii) such Stockholder shall be responsible for breach by any such Person of the provisions of this Section 24), (b) that otherwise is or has become generally available to the public (without breach by the disclosing Stockholder of this Section 24), (c) as to which the Stockholder has obtained knowledge from sources other than the Company or the directors or the officers of the Company (provided, that such source is not known by such Stockholder to be bound by a confidentiality agreement with the Company), (d) with the written consent of the Company, (e) that it is required to disclose by law or subpoena or judicial process or as is required to enforce its rights hereunder or that is required to be disclosed under the rules of any stock exchange to which any Stockholder or an Affiliate is subject, in which case, the disclosing Stockholder shall, if possible, provide the Company with prompt advance notice of such disclosure so that the Company shall have the opportunity if it so desires to seek a protective order or other appropriate remedy and, in connection with any such disclosure required by the Commission (or similar Governmental Authority) or the rules of any stock exchange to which a Stockholder or any Affiliate of a Stockholder is subject, the disclosing Stockholder shall use reasonable efforts to obtain confidential treatment for such disclosure (to the extent reasonably available) *provided, however,* that with respect to standard examinations by or standard filings with any regulatory or

Governmental Authority, notice shall not be required, or (f) to a potential Transferee, provided that prior to such disclosure, (i) the Company shall have determined that any potential transfer to such Transferee would not violate the first sentence of Section 2(b) of this Agreement and (ii) such potential Transferee shall have entered into a confidentiality agreement on similar terms and conditions as contained in this Section 24 in form and substance reasonably satisfactory to the Company and with respect to which the Company is made an express third party beneficiary; *provided, however*, subclauses (i) and (ii) of this clause (f) shall not apply to a potential Transferee in connection with a sale pursuant to a registration statement under the Securities Act or a broad distribution sale. Notwithstanding anything in this Agreement to the contrary, a Stockholder or any Affiliate of such Stockholder shall be permitted to disclose confidential information to: (x) their respective current and potential partners, members and investors, and such partners', members' and investors' advisors and (y) the participants at such Stockholder's annual meeting (it being understood and agreed that in each such case, the Persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential). Each Stockholder agrees that such confidential information shall be used only in connection with the business of the Company, and the Stockholder's investment therein, and not for any other purpose.

Section 25. Counterparts; Effectiveness. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in *.pdf* format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

Section 26. No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, and notwithstanding the fact that certain of the parties hereto may be corporations, partnerships, limited liability companies or trusts, each party to this Agreement covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, general or limited partner, member, manager or trustee of any Stockholder or of any partner, member, manager, trustee, Affiliate or assignee thereof, as such, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future officer, agent or employee of any Stockholder or any current or future member of any Stockholder or any current or future director, officer, employee, partner, member, manager or trustee of any Stockholder or of any Affiliate or assignee thereof, as such, for any obligation of any Stockholder under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

Section 27. Aggregation. All Shares and Preferred Stock held by any Affiliates of any Stockholder shall be aggregated together with the Shares and Preferred Stock held by such Stockholder for the purposes of determining availability of rights and application of obligations of such Stockholder under this Agreement.

Section 28. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings (whether written or oral) between the Company and the Stockholders, or any of them, with respect to the subject matter hereof. No representations, warranties, covenants, understandings or agreements, oral or otherwise, relating to the transactions contemplated by this Agreement exist between any of the parties hereto except as expressly set forth in this Agreement and other documents contemplated hereby.

Section 29. Informed Decision; Advice of Counsel. Each party hereto hereby acknowledges and agrees that (a) this Agreement, including all Schedules and Exhibits hereto, have been or will be executed and delivered, as appropriate, following arm's length negotiations between and among the parties; and (b) such party's informed decision to execute, deliver and perform this Agreement (i) was made on the basis of legal, tax, financial and other advice obtained from professionals acting on behalf of such party or on the basis of such party having had the opportunity to obtain legal, tax, financial and other advice from professionals, acting on behalf of such party, (ii) was voluntary, and (iii) was not based on any representations, warranties, covenants and/or agreements of any party or other Person not expressly provided for in this Agreement.

Section 30. Amendment and Waiver. This Agreement may be amended, superseded, canceled, renewed or extended, and the terms hereof may be waived (each such action, an "Amendment"), only by a written instrument signed by the Company and a majority-in-interest of the Stockholders, or, in the case of a waiver, by the party waiving compliance; *provided, however,* that no Amendment shall occur with respect to Section 4, Section 8, Section 9 or Section 13 without the express written consent of the Oaktree Stockholder; *provided further* that Schedule 1 to this Agreement shall be amended by the Company upon a Transfer consummated in accordance with this Agreement without the consent of the Stockholders. No delay on exercising any right, power or privileges hereunder on the part of any party shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege, or any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

Section 31. Rights of Third Parties. Except as otherwise expressly provided herein, this Agreement is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any Person other than the parties hereto.

Section 32. Waiver of Certain Damages. To the extent permitted by applicable law, each party hereto agrees not to assert, and hereby waives, any claim against any other party hereto, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any of the transactions contemplated hereby.

Section 33. Termination. This Agreement shall terminate and be of no further force and effect (a) with respect to any individual Stockholder, on the first date when such Stockholder no longer holds any Shares or Preferred Stock, and (b) in its entirety, upon the first to occur of (i) all of the Shares and Preferred Stock being owned by a single Person or (ii) the agreement in

writing of the Company and each of the Stockholders to terminate this Agreement. Unless otherwise specified, this Agreement shall terminate and be of no further force and effect with respect to Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 9 (other than Section 9(a) and Section 9(c)), Section 12 and Section 13 immediately prior to the consummation of a Qualified Public Offering.

Section 34. Inconsistent Provisions. In the event that any provision of this Agreement is or becomes inconsistent with the Company's bylaws, the Stockholders shall take all actions necessary to amend the Company's bylaws such that the Company's bylaws are not inconsistent with and do not conflict with this Agreement.

Signature pages follow.

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

THE COMPANY:

WP ROCKET HOLDINGS INC., a Delaware corporation

By: _____
Name:
Title:

STOCKHOLDERS:

[_____]

By:_____

Name:

Title:

[_____]

By:_____

Name:

Title:

Schedule 1**Schedule of Stockholders**

<u>Name of Stockholder</u>	<u>Address of Stockholder</u>
Brevan Howard Credit Catalyst Master Fund Limited	c/o DW Investment Management, LP 590 Madison Avenue, 9th Floor, New York, NY 10022
DG Value Partners, L.P. DG Value Partners II L.P. Special Situations LLC Special Situations X LLC	c/o DG Capital Management, LLC 460 Park Avenue, 13th Floor New York, NY 10022
Fidelity Strategic Income Fund Mother	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Funds SICAV/Fidelity Funds – US High Yield	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Master Trust Bank of Japan Ltd. Re: Fidelity US High Yield	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity IT High Yield Open Mother	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Advisor Series I: Fidelity Advisor High Income Advantage Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Puritan Trust: Fidelity Puritan Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Summer Street Trust: Fidelity Global High Income Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110

Fidelity Summer Street Trust: Fidelity Capital & Income Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Advisor Series II: Fidelity Advisor Strategic Income Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity School Street Trust: Fidelity Strategic Income Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Variable Insurance Products Fund V: Strategic Income Portfolio	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity American High Yield Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Fidelity Canadian Balanced Fund	c/o Fidelity Management & Research Co. 245 Summer Street Boston, MA 02110
Oaktree Principal Fund V, L.P. Oaktree Principal Fund V (Parallel), L.P. Oaktree FF Investment Fund L.P.	c/o Oaktree Capital Management 333 S. Grand Ave, 28th Floor Los Angeles, CA 90071
Visium Credit Master Fund, Ltd. Visium Balanced Master Fund, Ltd	c/o Visium Asset Management, 888 Seventh Avenue, 22nd Floor, New York, New York 10019
[TO BE UPDATED]	

Schedule 2

Schedule of Backstop Parties

Brevan Howard Credit Catalyst Master Fund Limited
DG Value Partners, L.P. DG Value Partners II Master Fund L.P. Special Situations LLC Special Situations X LLC
Fidelity Strategic Income Fund Mother
Fidelity Funds SICAV/Fidelity Funds – US High Yield
Master Trust Bank of Japan Ltd. Re: Fidelity US High Yield
Fidelity IT High Yield Open Mother
Fidelity Advisor Series I: Fidelity Advisor High Income Advantage Fund
Fidelity Puritan Trust: Fidelity Puritan Fund
Fidelity Summer Street Trust: Fidelity Global High Income Fund
Fidelity Summer Street Trust: Fidelity Capital & Income Fund

Fidelity Advisor Series II: Fidelity Advisor Strategic Income Fund
Fidelity School Street Trust: Fidelity Strategic Income Fund
Variable Insurance Products Fund V: Strategic Income Portfolio
Fidelity American High Yield Fund
Fidelity Canadian Balanced Fund
Fidelity Canadian Asset Allocation Fund
Oaktree Principal Fund V, L.P. Oaktree Principal Fund V (Parallel), L.P. Oaktree FF Investment Fund L.P.
Visium Credit Master Fund, Ltd. Visium Balanced Master Fund, Ltd.