IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 11
	:	Case No. 15-12284 (LSS)
MILLENNIUM LAB HOLDINGS II, LLC, et al.,	:	Jointly Administered
Debtors.[1]	:	**Related Docket Nos. 14, 114**

NOTICE OF FILING OF SECOND PLAN SUPPLEMENT FOR THE PREPACKAGED JOINT PLAN OF REORGANIZATION OF MILLENNIUM LAB HOLDINGS II, LLC, ET AL.

PLEASE TAKE NOTICE THAT on December 1, 2015, Millennium Lab Holdings II, LLC ("Millennium" or the "Debtors"),[2] the debtors and debtors-in-possession in the above-captioned case filed the Second Plan Supplement for the Prepackaged Joint Plan of Reorganization of Millennium Lab Holdings II, LLC, et al. (the "Second Plan Supplement"). The documents contained in the Second Plan Supplement are integral to and part of the Prepackaged Joint Plan of Reorganization of Millennium Lab Holdings II, LLC, et al. (Docket No. 14) (as may be amended from time to time, the "Plan") and, if the Plan is confirmed, shall be approved. The hearing to consider confirmation of the Plan currently is scheduled for December 10, 2015, at 11:00 a.m. (prevailing Eastern Time).

PLEASE TAKE FURTHER NOTICE that the Second Plan Supplement includes the following documents, as may be modified, amended, or supplemented from time to time:

Exhibit E New Term Loan - Exhibit A Form of Guarantee and Collateral Agreement
Exhibit F Registration Rights Agreement
Exhibit G Amended and Restated Operating Agreement of New Millennium Health, LLC

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right, subject to the terms and conditions set forth in the Plan, to alter, amend, modify, or supplement any document in the Second Plan Supplement; provided, if any document in the Second Plan Supplement is altered, amended, modified, or supplemented in any material respect prior to the hearing to confirm the Plan, the Debtors will file a blackline of such document with the Bankruptcy Court.

The Plan, Plan Supplement,[3] Second Plan Supplement, Disclosure Statement and other documents and materials related to the Chapter 11 Case are available for inspection on the Bankruptcy

[1] The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Millennium Lab Holdings II, LLC (5299); Millennium Health, LLC (5558); and RxAnte, LLC (0219). The Debtors' address is 16981 Via Tazon, San Diego, California, 92127.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to the them in the Plan.

[3] The Plan Supplement for the Prepackaged Joint Plan of Reorganization of Millennium Lab Holdings II, LLC et al. was filed on November 25, 2015 (Docket No. 114).

Court's website at www.deb.uscourts.gov, or free of charge on the Debtors' restructuring website at htttp://cases.primeclerk.com/millenniuminfo.

If you have any questions regarding this notice, or if you would like a paper copy of the Second Plan Supplement, you should contact the Administrative Agent by: (a) writing to Millennium Ballot Processing, c/o Prime Clerk LLC, 830 Third Avenue, 3rd Floor, New York, New York 10022, or (b) calling the Administrative Agent at (844) 276-3028 within the U.S. or Canada, or (917) 962-8498 for international calls.

Dated: December 1, 2015

/s/ Jason M. Liberi

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Proposed Counsel for Debtors and Debtors in Possession

EXHIBIT E

EXHIBIT A

FORM OF

GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT

made by

NEW MILLENNIUM HOLDCO, INC.,

NEW MILLENNIUM HEALTH, LLC,

and certain of its Subsidiaries

in favor of

[_____],

as Administrative Agent

Dated as of [_____], 2015

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GUARANTEE AND COLLATERAL AGREEMENT

GUARANTEE AND COLLATERAL AGREEMENT, dated as of [_____], 2015, made by each of the signatories hereto as a "Grantor" (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of [_____], as Administrative Agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of [_____], 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NEW MILLENNIUM HOLDCO, INC. ("Holdings" and a "Borrower"), NEW MILLENNIUM HEALTH, LLC ("Millennium", and a "Borrower"; together with Holdings, the "Borrowers"), the lenders party thereto (the "Lenders") and the Administrative Agent the Lenders have severally agreed that the Loans shall be deemed made to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Millennium is the wholly owned subsidiary of Holdings;

WHEREAS, each Grantor will derive substantial direct and indirect benefit from the Loans under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Lenders to deem the Loans made to the Borrowers under the Credit Agreement that the Grantors shall have executed and delivered this Agreement to the Administrative Agent for the ratable benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to deem the Loans made to the Borrowers thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. DEFINED TERMS

1.1 Definitions.

(a) Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement, and the following terms are used herein as defined in the New York UCC: Accounts, Certificated Security, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Farm Products, Fixtures, General Intangibles, Instruments, Inventory, Letter-of-Credit Rights, and Supporting Obligations.

(b) The following terms shall have the following meanings:

"Agreement": this Guarantee and Collateral Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Borrower Obligations": all "Obligations" as defined in the Credit Agreement; provided, that for purposes of determining any Guarantor Obligations of any Guarantor under this Agreement, the

definition of "Borrower Obligations" shall not create any guarantee by any Guarantor of any Excluded Swap Obligations of such Guarantor.

"Collateral": as defined in Section 3.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 6.1 or 6.4.

"Control": shall mean (1) with respect to any Deposit Accounts, control within the meaning of Section 9-104 of the NY UCC and (2) with respect to any Letter-of-Credit Rights, control within the meaning of Section 9-107 of the NY UCC.

"Copyrights": all copyrights, arising under the laws of the United States, any other country or any political subdivision thereof and/or all applications therefor, including but not limited to copyrights in software and all rights in and to databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered and whether or not the underlying works of authorship have been published, moral rights, reversionary interests, termination rights, and, with respect to any and all of the foregoing: (i) all registrations, recordings and applications therefor including, without limitation, registrations and applications referred to on Schedule 6 hereto, (ii) all extensions and renewals thereof, (iii) the right to sue or otherwise recover for past, present and future infringements thereof, (iv) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Copyright Licenses": any and all agreements, licenses and covenants granting to the Grantor any exclusive right in or to any Copyrights including without limitation, (x) the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright and (y) the Copyright Licenses referred to on Schedule 6 hereto.

"Copyright Security Agreement": shall mean a Copyright Security Agreement substantially in the form of Exhibit B.

"Deposit Account": as defined in the Uniform Commercial Code of any applicable jurisdiction and, in any event, including, without limitation, any demand, time, savings, passbook or like account maintained with a depositary institution.

"Excluded Property": as defined in Section 3.

"Excluded Stock": (i) the Capital Stock of any direct or indirect non-Wholly Owned Subsidiary of the Borrowers if and to the extent a pledge hereunder would be prohibited (except to the extent such prohibition would be deemed ineffective under the New York UCC) by such non-Wholly Owned Subsidiary's organizational or governing documents or material joint venture documents (provided that at the time such document or agreement became effective it did not violate Section 7.14 of the Credit Agreement), (ii) the Capital Stock of any Disregarded Subsidiary or Unrestricted Subsidiary, and (iii) Capital Stock of any Foreign Subsidiary that is not directly held by a Grantor that is organized under the laws of a state of the United States.

"Foreign Subsidiary": (x) any Subsidiary organized under the laws of any jurisdiction outside the United States of America or (y) any FSHCO.

"Foreign Subsidiary Voting Stock": the voting Capital Stock of any Foreign Subsidiary.

"Guarantor Obligations": with respect to any Guarantor, all obligations and liabilities of such Guarantor which may arise under or in connection with this Agreement (including, without limitation, Section 2) or any other Loan Document, any Specified Swap Agreement or any Specified Cash Management Agreement (including, in each case, amounts accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or commencement of any insolvency, reorganization or like proceeding, relating to the Borrowers or any Guarantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to any of the Secured Parties that are required to be paid by such Guarantor pursuant to the terms of this Agreement or any other Loan Document), and whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred.

"Guarantors": the collective reference to each Grantor other than the Borrowers.

"HIPAA": the privacy, transaction and security provisions of the Health Insurance Portability and Accountability Act of 1996, as it may be amended, and all regulations promulgated thereunder, as they may be amended from time-to-time.

"Intellectual Property": the collective reference to all rights, priorities and privileges relating to intellectual property, whether arising under United States, multinational or foreign laws or otherwise, including, without limitation, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks and the Trademark Licenses, and all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

"Intellectual Property Agreements": the Patent Security Agreement, the Trademark Security Agreement and the Copyright Security Agreement.

"Intercompany Note": any promissory note evidencing loans made by any Grantor to Holdings or any of its Subsidiaries, including without limitation the Intercompany Note (as defined in the Credit Agreement).

"Investment Property": the collective reference to (i) all "investment property" as such term is defined in Section 9-102(a)(49) of the New York UCC (other than any Foreign Subsidiary Voting Stock and Excluded Stock) and (ii) whether or not constituting "investment property" as so defined, all Pledged Notes and all Pledged Stock.

"Issuers": the collective reference to each issuer of any Investment Property.

"New York UCC": the Uniform Commercial Code as from time to time in effect in the State of New York; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the perfection or priority of, or remedies with respect to, any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "New York UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions hereof relating to such perfection, priority or remedies.

"Obligations": (i) in the case of the Borrowers, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Other Specified Swap Obligations": all obligations and liabilities of the Borrowers and Guarantors to the Administrative Agent, the Lenders or any affiliate of the Lenders (and/or to any other Person or entity that was the Administrative Agent, a Lender or an affiliate of a Lender at the time that a Specified Swap Agreement was entered into) under the Specified Swap Agreements, whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Borrower or Guarantor, would have accrued on any Obligation, whether or not a claim is allowed against such Borrower or Guarantor for such interest in the related bankruptcy proceeding), payments for early termination of Hedge Agreements, fees, expenses, indemnification or otherwise, in each case, in excess of the Specified Swap Obligations.

"Patents": all patents registered in the United States, any other country or any political subdivision thereof (and/or all applications therefor), and certificates of invention, inventions or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to or required to be referred to on Schedule 6 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all improvements thereto, (iv) the right to sue or otherwise recover for past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, including, without limitation, any of the foregoing referred to in Schedule 6.

"Patent Security Agreement": shall mean a Patent Security Agreement substantially in the form of Exhibit C.

"Pledged Notes": all promissory notes listed on Schedule 2, all Intercompany Notes at any time issued to any Grantor and all other promissory notes issued to or held by any Grantor (other than promissory notes issued in connection with extensions of trade credit by any Grantor in the ordinary course of business).

"Pledged Stock": the shares of Capital Stock listed on Schedule 2, together with any other shares, stock certificates, options, interests or rights of any nature whatsoever in respect of the Capital Stock of any Person that may be issued or granted to, or held by, any Grantor while this Agreement is in effect; provided that in no event shall (x) more than 65% of the total outstanding Foreign Subsidiary Voting Stock of any Foreign Subsidiary or (y) any Excluded Stock be required to be pledged hereunder.

"Proceeds": all "proceeds" as such term is defined in Section 9-102(a)(64) of the New York UCC and, in any event, shall include, without limitation, all dividends or other income from the Investment Property, collections thereon or distributions or payments with respect thereto.

"Qualified Keepwell Provider": in respect of any Swap Obligation, each Loan Party that, at the time that the relevant guarantee (or grant of the relevant security interest, as applicable) becomes effective with respect to such Swap Obligation, has total assets exceeding $10,000,000 or otherwise constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" with respect to such Swap Obligation at such time by entering into a keepwell pursuant to section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and whether or not it has been earned by performance (including, without limitation, any Account).

"Secured Parties": the collective reference to the Administrative Agent, the Lenders and any other Person or entity to which Borrower Obligations and/or Guarantor Obligations, as applicable, are owed.

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

"Specified Swap Obligations": all obligations and liabilities of the Borrowers and Guarantors to the Administrative Agent, the Lenders or any affiliate of the Lenders (and/or to any other Person or entity that was the Administrative Agent, a Lender or an affiliate of a Lender at the time that a Specified Swap Agreement was entered into) under the Specified Swap Agreements, whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Borrower or Guarantor, would have accrued on any Obligation, whether or not a claim is allowed against such Borrower or Guarantor for such interest in the related bankruptcy proceeding), payments for early termination of Hedge Agreements, fees, expenses, indemnification or otherwise, in an aggregate amount outstanding at any time of up to $[_____].

"Trademarks": all trademarks, including, without limitation, all trademarks registered in the United States, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto (and/or all applications therefor), trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor, including, without limitation, the registrations and applications referred to or required to be referred to on Schedule 6 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

"Trademark License": any agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 6.

"Trademark Security Agreement: shall mean a Trademark Security Agreement substantially in the form of Exhibit D.

1.2 Other Definitional Provisions. The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(a) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(b) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

SECTION 2. GUARANTEE

2.1 Guarantee.

(a) Each of the Guarantors hereby, jointly and severally, unconditionally and irrevocably, guarantees to the Administrative Agent, for the ratable benefit of the Secured Parties and their respective successors, indorsees, transferees and assigns, the prompt and complete payment and performance by the Borrowers when due (whether at the stated maturity, by acceleration or otherwise) of the Borrower Obligations (other than with respect to any Guarantor any Excluded Swap Obligations of such Guarantor).

(b) Anything herein or in any other Loan Document to the contrary notwithstanding, the maximum liability of each Guarantor hereunder and under the other Loan Documents shall in no event exceed the amount which can be guaranteed by such Guarantor under applicable federal and state laws relating to the insolvency of debtors (after giving effect to the right of contribution established in Section 2.2).

(c) Each Guarantor agrees that the Borrower Obligations may at any time and from time to time exceed the amount of the liability of such Guarantor hereunder without impairing the guarantee contained in this Section 2 or affecting the rights and remedies of any Secured Party hereunder.

(d) The guarantee contained in this Section 2 shall remain in full force and effect until all the Borrower Obligations and the obligations of each Guarantor under the guarantee contained in this Section 2 shall have been satisfied by payment in full in cash and the Commitments shall be terminated, notwithstanding that from time to time during the term of the Credit Agreement the Borrowers may be free from any Borrower Obligations.

(e) No payment made by the Borrowers, any of the Guarantors, any other guarantor or any other Person or received or collected by any Secured Party from the Borrowers, any of the Guarantors, any other guarantor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application at any time or from time to time in reduction of or in payment of the Borrower Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of any Guarantor hereunder which shall, notwithstanding any such payment (other than any payment made by such Guarantor in respect of the Borrower Obligations or any payment received or collected from such Guarantor in respect of the Borrower Obligations), remain liable for the Borrower Obligations up to the maximum liability of such Guarantor hereunder until the Borrower Obligations are paid in full in cash and the Commitments are terminated.

2.2 Right of Contribution. Each Subsidiary Guarantor hereby agrees that to the extent that a Subsidiary Guarantor shall have paid more than its proportionate share of any payment made hereunder, such Subsidiary Guarantor shall be entitled to seek and receive contribution from and against any other Subsidiary Guarantor hereunder which has not paid its proportionate share of such payment. Each Subsidiary Guarantor's right of contribution shall be subject to the terms and conditions of Section 2.3. The provisions of this Section 2.2 shall in no respect limit the obligations and liabilities of any Subsidiary Guarantor to the Secured Parties, and each Subsidiary Guarantor shall remain liable to the Secured Parties for the full amount guaranteed by such Subsidiary Guarantor hereunder.

2.3 No Subrogation. Notwithstanding any payment made by any Guarantor hereunder or any set-off or application of funds of any Guarantor by any Secured Party, no Guarantor shall be entitled to be subrogated to any of the rights of any Secured Party against the Borrowers or any other Guarantor or any collateral security or guarantee or right of offset held by any Secured Party for the payment of the Borrower Obligations, nor shall any Guarantor seek or be entitled to seek any contribution or reimbursement from the Borrowers or any other Guarantor in respect of payments made by such Guarantor hereunder, until all amounts owing to the Secured Parties by the Borrowers on account of the Borrower Obligations are paid in full in cash and the Commitments are terminated. If any amount shall be paid to any Guarantor on account of such subrogation rights at any time when all of the Borrower Obligations shall not have been paid in full in cash, such amount shall be held by such Guarantor in trust for the Secured Parties, segregated from other funds of such Guarantor, and shall, forthwith upon receipt by such Guarantor, be turned over to the Administrative Agent in the exact form received by such Guarantor (duly indorsed by such Guarantor to the Administrative Agent, if required), to be applied against the Borrower Obligations, whether matured or unmatured, in such order as the Administrative Agent may determine.

2.4 Amendments, etc. with respect to the Borrower Obligations. Each Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against any Guarantor and without notice to or further assent by any Guarantor, any demand for payment of any of the Borrower Obligations made by any Secured Party may be rescinded by such Secured Party and any of the Borrower Obligations continued, and the Borrower Obligations, or the liability of any other Person upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by any Secured Party, and the Credit Agreement and the other Loan Documents and any other documents executed and delivered in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as the Administrative Agent and the Required Lenders (or all Lenders, as the case may be) may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by any Secured Party for the payment of the Borrower Obligations may be sold, exchanged, waived, surrendered or released. No Secured Party shall have any obligation to protect, secure, perfect or insure any Lien at any time held by it as security for the Borrower Obligations or for the guarantee contained in this Section 2 or any property subject thereto.

2.5 Guarantee Absolute and Unconditional. Each Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Borrower Obligations and notice of or proof of reliance by any Secured Party upon the guarantee contained in this Section 2 or acceptance of the guarantee contained in this Section 2; the Borrower Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred, or renewed, extended, amended or waived, in reliance upon the guarantee contained in this Section 2; and all dealings between either Borrower and any of the Guarantors, on the one hand, and any Secured Party, on the other hand, likewise shall be conclusively presumed to have been had or consummated in reliance upon the guarantee contained in this Section 2. Each Guarantor waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon either Borrower or any of the Guarantors with respect to the Borrower Obligations. Each Guarantor understands and agrees that the guarantee contained in this Section 2 shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (a) the validity or enforceability of the Credit Agreement or any other Loan Document, any of the Borrower Obligations or any other collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by any Secured Party, (b) any defense, set-off or counterclaim (other than a defense of payment or performance) which may at any time be available to or be asserted by either Borrower or any other Person against any Secured Party, or (c) any other circumstance whatsoever (with or without notice to or knowledge of any Borrower or such Guarantor) which constitutes, or might be

construed to constitute, an equitable or legal discharge of any Borrower for the Borrower Obligations, or of such Guarantor under the guarantee contained in this Section 2, in bankruptcy or in any other instance. When making any demand hereunder or otherwise pursuing its rights and remedies hereunder against any Guarantor, any Secured Party may, but shall be under no obligation to, make a similar demand on or otherwise pursue such rights and remedies as it may have against either Borrower (or both Borrowers), any other Guarantor or any other Person or against any collateral security or guarantee for the Borrower Obligations or any right of offset with respect thereto, and any failure by any Secured Party to make any such demand, to pursue such other rights or remedies or to collect any payments from the Borrowers, any other Guarantor or any other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of the Borrowers, any other Guarantor or any other Person or any such collateral security, guarantee or right of offset, shall not relieve any Guarantor of any obligation or liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of any Secured Party against any Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

2.6 Reinstatement. The guarantee contained in this Section 2 shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Borrower Obligations is rescinded or must otherwise be restored or returned by any Secured Party upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of either Borrower or any Guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, either Borrower or any Guarantor or any substantial part of its property, or otherwise, all as though such payments had not been made.

2.7 Payments. Each Guarantor hereby guarantees that payments hereunder will be paid to the Administrative Agent without set-off or counterclaim in Dollars at the Funding Office.

2.8 Keepwell. Each Qualified Keepwell Provider hereby jointly and severally absolutely, unconditionally, and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this guarantee in respect of any Swap Obligation (provided, however, that each Qualified Keepwell Provider shall only be liable under this Section 2.8 for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 2.8, or otherwise under this guarantee, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified Keepwell Provider under this Section 2.8 shall remain in full force and effect until a discharge of all Guarantor Obligations pursuant to Section 10.14 of the Credit Agreement. Each Qualified Keepwell Provider intends that this Section 2.8 constitute, and this Section 2.8 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

SECTION 3. GRANT OF SECURITY INTEREST

Each Grantor hereby collaterally assigns (other than with respect to Intellectual Property) to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all of such Grantor's right, title and interest in the following, in each case whether now owned or existing or hereafter acquired, created or arising and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) all Accounts;

(b) all Chattel Paper;

(c) all cash and Deposit Accounts;

(d) all Documents (other than title documents with respect to Vehicles);

(e) all Equipment;

(f) all Fixtures;

(g) all General Intangibles (including any equity interests in other Persons that do not constitute Investment Property);

(h) all Instruments;

(i) all Intellectual Property;

(j) all Inventory;

(k) all Investment Property;

(l) all Commercial Tort Claims with a value in excess of $2,000,000;

(m) all Letter-of-Credit Rights;

(n) all other property not otherwise described above (except for any property specifically excluded from any clause in this section above, and any property specifically excluded from any defined term used in any clause of this section above);

(o) all books and records pertaining to the Collateral; and

(p) to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided, however, that notwithstanding any of the other provisions set forth in this Section 3, this Agreement shall not constitute a grant of a security interest in, and the term "Collateral" shall not include, any of the following (the "Excluded Property") (it being understood that, notwithstanding the foregoing, such grant will be automatically applicable and such formerly Excluded Property shall automatically be "Collateral" (without any further action by any Person) at such time as any such property or assets ceases to constitute Excluded Property): (i) the Excluded Collateral (as defined in the Credit Agreement), (ii) any Trademark application filed in the United States Patent and Trademark Office on the basis of the Grantor's intent-to-use such Trademark unless and until evidence of use of the Trademark has been filed with, and accepted by the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. §1051, et seq.), to the extent that granting a security interest in such Trademark application prior to such filing and acceptance would adversely affect the enforceability or validity of such Trademark application or the resulting Trademark registration and (iii) any property as to which it is agreed under the Credit Agreement that such property is not or will not be subject to a security interest.

SECTION 4. REPRESENTATIONS AND WARRANTIES

To induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to deem the Loans made to the Borrowers thereunder, each Grantor hereby represents and warrants to the Administrative Agent and each Lender that:

4.1 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to this Agreement and the other Liens permitted to exist on the Collateral by the Credit Agreement, such Grantor owns each item of the Collateral free and clear of any and all Liens or claims of others. No effective financing statement or other public notice with respect to all or any part of the Collateral shall be on file or of record in any public office following the Closing Date, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, pursuant to this Agreement or as are permitted by the Credit Agreement. For the avoidance of doubt, it is understood and agreed that any Grantor may, as part of its business, grant non-exclusive licenses to third parties (and/or an exclusive license to Boehringer Ingelheim International GmbH regarding certain customized predictive models provided that such license (x) is not prohibited under the Loan Documents and (y) is in regards to Intellectual Property that does not exist or is not owned by any Grantor, in each case, as of the date hereof) to use Intellectual Property owned, developed or licensed by a Grantor, or in which a Grantor otherwise has rights. For purposes of this Agreement and the other Loan Documents, such licensing activity shall not constitute a "Lien" on such Intellectual Property. Administrative Agent agrees to execute such documents, agreements and instruments as may be reasonably requested by a Grantor to confirm that a non-exclusive license may be made by a Grantor, despite the existence of a security interest in the underlying Intellectual Property granted hereunder in favor of the Administrative Agent.

4.2 Perfected First Priority Liens. The security interests granted pursuant to this Agreement (a) upon this Agreement becoming effective and the due filing and other actions specified on Schedule 3 (which, in the case of all filings and other documents referred to on said Schedule, in the form delivered to the Administrative Agent and attached hereto as Exhibit A), will constitute valid perfected security interests in all of the Collateral in favor of the Administrative Agent, for the ratable benefit of the Secured Parties (subject to the limitations and thresholds set forth herein), as collateral security for such Grantor's Obligations, enforceable in accordance with the terms hereof, except for property as to which such Grantor is not required by this Agreement to take actions for perfection, and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for Liens permitted by the Credit Agreement.

4.3 Jurisdiction of Organization; Chief Executive Office. On the date hereof, such Grantor's jurisdiction of organization, identification number from the jurisdiction of organization (if any), and the location of such Grantor's chief executive office are specified on Schedule 4. Such Grantor has furnished to the Administrative Agent a certified charter, certificate of incorporation or other organization document and long-form good standing certificate as of a date which is recent to the date hereof.

4.4 Inventory and Equipment. On the date hereof, the Inventory (if any) and the Equipment (other than mobile goods) are kept at the locations listed on Schedule 5.

4.5 Farm Products. None of the Collateral pledged by a Grantor constitutes, or to the knowledge of the respective Grantor, is the Proceeds of, Farm Products.

4.6 Investment Property.

(a) The shares of Pledged Stock pledged by such Grantor hereunder constitute all the issued and outstanding shares of all classes of the Capital Stock of each Issuer owned by such Grantor or, in the case of Foreign Subsidiary Voting Stock, if less, 65% of the outstanding Foreign Subsidiary Voting Stock of each relevant Issuer.

(b) All the shares of the Pledged Stock have been duly and validly issued and are fully paid and nonassessable.

(c) Each of the Pledged Notes constitutes the legal, valid and binding obligation of the obligor with respect thereto, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law), public policy, and an implied covenant of good faith and fair dealing.

(d) Such Grantor is the record and beneficial owner of the Investment Property pledged by it hereunder, free of any and all Liens or options in favor of, or claims of, any other Person, except for the Liens permitted by the Credit Agreement.

4.7 Receivables. No amount payable to such Grantor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

4.8 Intellectual Property

(a) Schedule 6 lists all Intellectual Property applications and registrations owned by such Grantor in its own name on the date hereof and any material written license pursuant to which any Grantor is an exclusive licensee or licensor of U.S. Intellectual Property applications or registrations as of the date hereof. Except as set forth in Schedule 4.9 to the Credit Agreement, including the claims by Ameritox, Ltd. which are subject to pending litigation in the U.S. Federal District Court for the Western District of Wisconsin, no material claim has been asserted and is pending by any Person against such Grantor challenging or questioning the use of any Intellectual Property by such Grantor or the validity or effectiveness of any Intellectual Property of such Grantor, nor does such Grantor have actual knowledge (without a duty of inquiry) of, any valid basis for any such claim, which, if adjudicated adversely against such Grantor, would reasonably be expected to have a Material Adverse Effect.

(b) Except as set forth in Schedule 6, on the date hereof, none of the Intellectual Property is the subject of any exclusive licensing or franchise agreement pursuant to which such Grantor is the licensor or franchisor.

4.9 Commercial Tort Claims.

(a) On the date hereof, no Grantor has rights in any Commercial Tort Claim with an expected value in excess of $2,000,000.

(b) Upon the filing of a financing statement adequately describing any Commercial Tort Claim referred to in Section 5.10 hereof against such Grantor in the jurisdiction specified in Schedule 3 hereto, to the extent that such a security interest in and to such a Commercial Tort Claim may be perfected by a filing of a financing statement in such jurisdiction and such Commercial Tort Claim is segregable for contract claims and other causes of action in the same dispute, the security interest granted in such Commercial Tort Claim will constitute a valid perfected security interest in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, as collateral security for such Grantor's Obligations,

enforceable in accordance with the terms hereof, which security interest shall be prior to all other Liens on such Collateral except for Liens permitted by the Credit Agreement.

4.10 Deposit Accounts. As of the date hereof, Schedule 7 lists all Deposit Accounts maintained by each Grantor, including the name of each institution where each such Deposit Account is held, the name, type and account number of each such Deposit Account, the approximate amount on deposit in each such Deposit Account, and the name of each Grantor that is listed as the customer of such Deposit Account.

SECTION 5. COVENANTS

Each Grantor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Obligations shall have been paid in full in cash:

5.1 Delivery of Instruments, Certificated Securities and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument, Certificated Security or Chattel Paper in a stated or face amount in excess of $3,000,000 individually (other than any Indebtedness that is evidenced by any Intercompany Note, which shall be delivered pursuant to this Section notwithstanding its face amount), such Instrument, Certificated Security or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

5.2 Maintenance of Insurance.

(a) Such Grantor will maintain, with financially sound and reputable companies, insurance policies (i) insuring its property and assets (including without limitation, the Collateral) against loss by fire, explosion, theft and such other casualties as may be reasonably satisfactory to the Administrative Agent and (ii) insuring such Grantor against liability for personal injury and property damage relating to its property and assets (including without limitation, the Collateral) , such policies to be in such form and amounts and having such coverage (with such deductibles) as may be reasonably satisfactory to the Administrative Agent.

(b) In addition to the requirements set forth in Section 6.4 of the Credit Agreement, all such insurance shall, (i) if reasonably requested by the Administrative Agent if available from the insurer on commercially reasonable terms, include a breach of warranty clause and (ii) be reasonably satisfactory in all other respects to the Administrative Agent (at the direction of the Required Lenders).

5.3 Equipment and Inventory. Each Grantor shall keep its Equipment and Inventory constituting Collateral at the locations specified on Schedule 5 (as such schedule may be amended or supplemented from time to time in accordance with this Section 5.3), other than Equipment and/or Inventory (i) out for repair, (ii) in transit in the ordinary course of business or in transit to another location set forth on Schedule 5, (iii) in use or on display at any trade show, conference or similar event in the ordinary course of business, (iii) maintained with customers, or (iv) at other locations so long as the aggregate value of all of such Equipment and Inventory located at such locations shall not exceed $5,000,000 at any time, in each case, unless it shall have notified the Administrative Agent in writing prior to thirty (30) days after any change in locations, identifying such new locations and providing such other information in connection therewith as the Administrative Agent may reasonably request provided that the Grantors shall not move any Equipment, Inventory or any of their other property or assets outside the United States.

5.4 Maintenance of Perfected Security Interest; Further Documentation.

(a) Subject to the thresholds, exclusions and limitations set forth herein and the other Loan Documents, such Grantor shall maintain the security interest created by this Agreement as a perfected security interest having at least the priority required by the Loan Documents and shall defend such security interest against the claims and demands of all Persons whomsoever, subject to the rights of such Grantor under the Loan Documents to dispose of the Collateral, and subject to Liens permitted by the Credit Agreement.

(b) Such Grantor will furnish to the Administrative Agent and the Lenders from time to time, upon reasonable request, but no more than once each calendar year (other than following the occurrence and during the continuance of an Event of Default) statements and schedules further identifying and describing the assets and property of such Grantor and such other reports in connection therewith as the Administrative Agent may reasonably request, all in reasonable detail.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Grantor, such Grantor will promptly and duly execute and deliver, and have recorded, such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, (i) filing any financing or continuation statements under the Uniform Commercial Code (or other similar laws) in effect in any jurisdiction with respect to the security interests created hereby and (ii) in the case of Investment Property, Letter-of-Credit Rights, Deposit Accounts and any other relevant Collateral, taking any reasonable actions necessary to enable the Administrative Agent to obtain Control with respect thereto.

(d) Any other provisions of this Agreement or the other Loan Documents to the contrary notwithstanding, in no event shall any Grantor be required to take any of the Excluded Actions.

5.5 Changes in Name, etc. Such Grantor will not, except upon 15 days' prior written notice to the Administrative Agent and delivery to the Administrative Agent of all additional executed financing statements and other documents reasonably requested by the Administrative Agent to maintain the validity, perfection and priority of the security interests provided for herein, (i) change its jurisdiction of organization or the location of its chief executive office or sole place of business or principal residence from that referred to in Section 4.3 or (ii) change its name.

5.6 Investment Property.

(a) If such Grantor shall become entitled to receive or shall receive any certificate (including, without limitation, any certificate representing a dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights in respect of the Capital Stock of any Issuer, whether in addition to, in substitution of, as a conversion of, or in exchange for, any shares of the Pledged Stock, or otherwise in respect thereof, such Grantor shall accept the same as the agent of the Secured Parties, hold the same in trust for the Secured Parties and deliver the same forthwith to the Administrative Agent in the exact form received, duly indorsed by such Grantor to the Administrative Agent, if required, together with an undated stock power covering such certificate duly executed in blank by such Grantor and with, if the Administrative Agent so requests, signature guaranteed, to be held by the Administrative Agent, subject to the terms hereof, as additional collateral security for the Obligations. At any time after the occurrence and during the continuance of an Event of Default, any sums paid upon or in respect of the Investment Property upon the liquidation or dissolution of any Issuer shall be paid over to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations, and in case any other

distribution of capital shall be made on or in respect of the Investment Property or any property shall be distributed upon or with respect to the Investment Property pursuant to the recapitalization or reclassification of the capital of any Issuer or pursuant to the reorganization thereof, the property so distributed shall, unless otherwise subject to a perfected security interest in favor of the Administrative Agent, be delivered to the Administrative Agent to be held by it hereunder as additional collateral security for the Obligations. If any sums of money or property so paid or distributed in respect of the Investment Property shall be received by such Grantor, such Grantor shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Secured Parties, segregated from other funds of such Grantor, as additional collateral security for the Obligations.

(b) Without the prior written consent of the Administrative Agent, such Grantor will not (i) vote to enable, or take any other action to permit, any Issuer to issue any Capital Stock of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any Capital Stock of any nature of any Issuer unless such Grantor complies with the requirements of clause (a) above, (ii) sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Investment Property (except as permitted by the Credit Agreement), (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, any of the Investment Property or Proceeds thereof, or any interest therein, except for the Liens permitted by the Credit Agreement, or (iv) enter into any agreement or undertaking restricting the right or ability of such Grantor or the Administrative Agent to sell, assign or transfer any of the Investment Property or Proceeds thereof, except as permitted by the Credit Agreement.

(c) In the case of each Grantor which is an Issuer, such Issuer agrees that (i) it will be bound by the terms of this Agreement relating to the Investment Property issued by it and will comply with such terms insofar as such terms are applicable to it, (ii) it will notify the Administrative Agent promptly in writing of the occurrence of any of the events described in Section 5.6(a) with respect to the Investment Property issued by it and (iii) the terms of Sections 6.3(c) and 6.7 shall apply to it, mutatis mutandis, with respect to all actions that may be required of it pursuant to Section 6.3(c) or 6.7 with respect to the Investment Property issued by it.

5.7 Receivables.

(a) Other than in the ordinary course of business, such Grantor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable or (v) amend, supplement or modify any Receivable in any manner that would reasonably be expected to materially adversely affect the value thereof without benefit to the Grantor.

(b) Such Grantor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions or calls into doubt the validity or enforceability of more than 10% (by dollar value) of the aggregate amount of the then outstanding Receivables (net of allowance for estimated differences between amounts billed and estimated payment amounts to be received, and after giving effect to discounts, returns, collection for doubtful accounts, and other reserves).

5.8 Intellectual Property.

(a) Such Grantor (either itself or through licensees) will (i) continue to use each material Trademark on each and every material trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, except to the extent that such Grantor in its reasonable

business judgment determines that such Trademark (or class of goods) is no longer of material value to such Grantor (ii) in all material respects maintain as in the past at least the quality of products and services offered under such Trademark, (iii) use such Trademark with the appropriate notice of registration (where required by applicable Requirements of Law) and all other notices and legends required by applicable Requirements of Law, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of such Trademark unless the Administrative Agent, for the ratable benefit of the Secured Parties, shall, subject to the thresholds, exclusions, and limitations set forth herein and the other Loan Documents, obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark would reasonably be expected to become invalidated or impaired in any way.

(b) Such Grantor (either itself or through licensees) will not do any act, or omit to do any act, whereby any material Patent may become forfeited, abandoned or dedicated to the public, except to the extent that such Grantor in its reasonable business judgment determines that such Patent is no longer of material value to such Grantor.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated or otherwise impaired, except to the extent that such Grantor in its reasonable business judgment determines that such Copyright is no longer of material value to such Grantor. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may fall into the public domain, except to the extent that such Grantor in its reasonable business judgment determines that such Copyright is no longer of material value to such Grantor.

(d) Such Grantor (either itself or through licensees) will not do any act that knowingly uses any material Intellectual Property to infringe the intellectual property rights of any other Person in any material respect.

(e) Intentionally Omitted.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States, concurrently with the delivery of any financial statements required to be delivered under Section 6.1 of the Credit Agreement (with the exception of the fourth fiscal quarter of every fiscal year, in which case, within 45 days after the end of such fiscal quarter), such Grantor shall execute and deliver, and have recorded, any and all Copyright Security Agreements, Patent Security Agreements and Trademark Security Agreements, as applicable (and all other agreements, instruments, documents and other papers as the Administrative Agent may reasonably request) to evidence the Administrative Agent's security interest (for the ratable benefit of the Secured Parties) in all such Copyrights, Patents or Trademarks and the goodwill and general intangibles of such Grantor relating thereto or represented thereby (and shall provide Administrative Agent with a copy of all of such agreements, documents, instruments and papers concurrently with filing and/or recording the same).

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Intellectual Property, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Intellectual Property is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Intellectual Property and (ii) if such Intellectual Property is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution, except to the extent that such Grantor, in its reasonable judgment, determines that suit or injunctive relief would not be in the best interests of such Grantor.

5.9 Commercial Tort Claims. If such Grantor shall obtain an interest in any Commercial Tort Claim with an expected value in excess of $2,000,000, such Grantor shall within 30 days of obtaining such interest sign and deliver documentation acceptable to the Administrative Agent granting a security interest under the terms and provisions of this Agreement in and to such Commercial Tort Claim.

5.10 Deposit Accounts. Subject to Section 6.12 of the Credit Agreement, with respect to any Deposit Account constituting Collateral, each Grantor shall be required to grant Control thereof to the Administrative Agent promptly after opening any such Deposit Account. With respect to any Deposit Account to which the Administrative Agent is required to have Control thereof pursuant to this Section 5.10, such Grantor shall cause the depositary institution maintaining such Deposit Account to enter into a control agreement in form and substance reasonably satisfactory to the Administrative Agent and the Required Lenders, pursuant to which such depository institution shall agree to comply with the Administrative Agent's instructions with respect to the disposition of funds in such Deposit Account without further consent by such Grantor.

5.11 Letter-of-Credit Rights. With respect to any Letter-of-Credit Rights constituting Collateral (other than any Letter-of-Credit Rights constituting a Supporting Obligation for a Receivable in which the Administrative Agent has a perfected security interest) with a value in excess of $1,000,000 individually, each Grantor shall ensure that the Administrative Agent has Control thereof by obtaining the written consent of each issuer of each related Letter-of-Credit to the assignment of the proceeds of such Letter-of-Credit to the Administrative Agent.

SECTION 6. REMEDIAL PROVISIONS

6.1 Certain Matters Relating to Receivables.

(a) The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it reasonably considers advisable, and each Grantor shall furnish all such assistance and information (subject to Section 6.10) as the Administrative Agent may require in connection with such test verifications (which test verifications shall be made by the Administrative Agent, if at all, only concurrently with and as part of the Administrative Agent's inspection permitted under Section 6.5(b) of the Credit Agreement, but in any event, other than following the occurrence and during the continuance of an Event of Default, not more often than once each calendar year); provided that the Administrative Agent shall not, as part of any test verifications or otherwise, communicate with any account debtor or other customer of any Grantor except as expressly permitted under Section 6.2. At any time and from time to time, upon the Administrative Agent's request and at the expense of the relevant Grantor, such Grantor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables (which request shall be made by the Administrative Agent, if at all, only concurrently with and as part of the Administrative Agent's inspection permitted under Section 6.5(b) of the Credit Agreement, but in any event, other than

following the occurrence and during the continuance of an Event of Default, not more often than once each calendar year).

(b) The Administrative Agent hereby authorizes each Grantor to collect such Grantor's Receivables, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or suspend said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Grantor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Grantor in the exact form received, duly indorsed by such Grantor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Secured Parties only as provided in Section 6.5, and (ii) until so turned over, shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor. Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) From and during the continuance of an Event of Default, at the Administrative Agent's request, each Grantor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

6.2 Communications with Obligors; Grantors Remain Liable.

(a) The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with obligors under the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables.

(b) Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Grantor shall notify obligors on the Receivables that the Receivables have been assigned to the Administrative Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Administrative Agent.

(c) Anything herein to the contrary notwithstanding, each Grantor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise thereto. No Secured Party shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by any Secured Party of any payment relating thereto, nor shall any Secured Party be obligated in any manner to perform any of the obligations of any Grantor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party thereunder, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

6.3 Pledged Stock.

(a) Unless an Event of Default shall have occurred and be continuing and the Administrative Agent shall have given notice to the relevant Grantor of the Administrative Agent's intent to exercise its corresponding rights pursuant to Section 6.3(b), each Grantor shall be permitted to receive all dividends,

payments, distributions and other Proceeds paid in respect of the Pledged Stock and all payments made in respect of the Pledged Notes, in each case paid in the normal course of business of the relevant Issuer and consistent with past practice, to the extent permitted in the Credit Agreement, and to exercise all voting and corporate or other organizational rights with respect to the Investment Property; provided, however, that no vote shall be cast or corporate or other organizational right exercised or other action taken which, in the Administrative Agent's reasonable judgment, would impair the Administrative Agent's security interest in the Pledged Stock or which would be inconsistent with or result in any violation of any provision of the Credit Agreement, this Agreement or any other Loan Document.

(b) If an Event of Default shall occur and be continuing and the Administrative Agent shall give notice of its intent to exercise such rights to the relevant Grantor or Grantors, (i) the Administrative Agent shall have the right to receive any and all cash dividends, payments or other Proceeds paid in respect of the Investment Property and make application thereof to the Obligations in accordance with Section 6.5, and (ii) any or all of the Investment Property shall be registered in the name of the Administrative Agent or its nominee, and the Administrative Agent or its nominee may thereafter exercise (x) all voting, corporate and other rights pertaining to such Investment Property at any meeting of shareholders of the relevant Issuer or Issuers or otherwise and (y) any and all rights of conversion, exchange and subscription and any other rights, privileges or options pertaining to such Investment Property as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Investment Property upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or other organizational structure of any Issuer, or upon the exercise by any Grantor or the Administrative Agent of any right, privilege or option pertaining to such Investment Property, and in connection therewith, the right to deposit and deliver any and all of the Investment Property with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as the Administrative Agent may determine), all without liability except to account for property actually received by it, but the Administrative Agent shall have no duty to any Grantor to exercise any such right, privilege or option and shall not be responsible for any failure to do so or delay in so doing.

(c) Each Grantor hereby authorizes and instructs each Issuer of any Investment Property or any other equity interests pledged by such Grantor hereunder to (i) comply with any instruction received by it from the Administrative Agent in writing that (x) states that an Event of Default has occurred and is continuing and (y) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from such Grantor, and each Grantor agrees that each Issuer shall be fully protected in so complying, and (ii) unless otherwise expressly permitted hereby, pay any dividends or other payments with respect to the Investment Property directly to the Administrative Agent.

6.4 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Secured Parties specified in Section 6.1 with respect to payments of Receivables, if an Event of Default shall occur and be continuing and the Administrative Agent has given notice of its intent to exercise such rights to the relevant Grantor or Grantors, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control until applied to the Obligations in accordance with Section 6.5 hereof. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Secured Parties) shall continue to be held as collateral security for all the Obligations until applied to the Obligations in accordance with Section 6.5 hereof and shall not constitute payment thereof until applied as provided in Section 6.5.

6.5 Application of Proceeds. At such intervals as may be agreed upon by the Borrowers and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election (at the direction of the Required Lenders), the Administrative Agent may apply all or any part of Proceeds constituting Collateral, whether or not held in any Collateral Account, and any proceeds of the guarantee set forth in Section 2, in payment of the Obligations in the following order:

First, to pay incurred and unpaid fees and expenses and claims of indemnification (including, without limitation, the reasonable and documented fees and disbursements of its counsel) of the Administrative Agent under the Loan Documents;

Second, to pay incurred and unpaid costs and expenses of the Lenders under the Loan Documents;

Third, to the payment of amounts then due and owing and remaining unpaid in respect of the Obligations (other than the Other Specified Swap Obligations), pro rata among the Secured Parties according to the amounts of the Obligations (other than the Other Specified Swap Obligations) then due and owing and remaining unpaid to the Secured Parties;

Fourth, to the prepayment of the Obligations (other than the Other Specified Swap Obligations), pro rata among the Secured Parties according to the amounts of the Obligations (other than the Other Specified Swap Obligations) then held by the Secured Parties;

Fifth, to the payment of all other outstanding Obligations (other than the Other Specified Swap Obligations), pro rata among the Secured Parties according to the amounts of the Obligations (other than the Other Specified Swap Obligations) then held by the Secured Parties;

Sixth, to the payment of the Other Specified Swap Obligations; and

Seventh, any balance remaining after the Obligations shall have been paid in full shall be paid over to the Borrowers or at the direction of the Borrower.

Notwithstanding the foregoing, no amounts received from any Guarantor shall be applied to any Excluded Swap Obligations of such Guarantor.

6.6 Code and Other Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the New York UCC or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the

extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived and released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 6.6 in accordance with Section 6.5 hereof, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-615(a)(3) of the New York UCC, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against any Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

6.7 Private Sale.

(a) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Stock, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Stock for the period of time necessary to permit the Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(b) Each Grantor agrees to use commercially reasonable efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Stock pursuant to this Section 6.7 valid and binding and in compliance with any and all other applicable Requirements of Law. Each Grantor further agrees that a breach of any of the covenants contained in this Section 6.7 will cause irreparable injury to the Secured Parties, that the Secured Parties have no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 6.7 shall be specifically enforceable against such Grantor, and such Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred under the Credit Agreement. Notwithstanding anything set forth herein to the contrary, no Grantor shall have any duty with respect to Pledged Stock to, or any duty to cause any Issuer of any Pledged Stock to, execute and deliver, or cause any Person to execute and deliver, any instruments or documents, and do or cause to be done any other acts to register Pledged Stock under the provisions of the Securities Act.

6.8 Subordination. Each Grantor hereby agrees that, upon the occurrence and during the continuance of an Event of Default, unless otherwise agreed by the Administrative Agent, or except to the extent otherwise set forth in the Loan Documents, all Indebtedness owing by it to any Subsidiary of the Borrowers shall be fully subordinated to the indefeasible payment in full in cash of such Grantor's Obligations.

6.9 Deficiency. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay its Obligations and the fees and disbursements of any attorneys employed by the Secured Parties to collect such deficiency to the extent such fees and disbursements are reimbursable under the Loan Documents.

6.10 HIPAA Compliance. Nothing in this Agreement or any other Loan Document shall require any Grantor or its Affiliates to provide any Protected Health Information (as defined by HIPAA) in violation of any Requirement of Law.

SECTION 7. THE ADMINISTRATIVE AGENT

7.1 Administrative Agent's Appointment as Attorney-in-Fact, etc. Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent or sub-agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do any or all of the following:

(i) in the name of such Grantor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or with respect to any other Collateral whenever payable;

(ii) in the case of any Intellectual Property, execute and deliver, and have recorded, any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Secured Parties' security interest in such Intellectual Property and the goodwill and general intangibles of such Grantor relating thereto or represented thereby;

(iii) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and pay all or any part of the premiums therefor and the costs thereof;

(iv) execute, in connection with any sale provided for in Section 6.6 or 6.7, any indorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(v) (1) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (2) ask or demand for, collect, and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (3) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (4) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any portion thereof and to enforce any other right in respect of any Collateral; (5) defend any suit, action or proceeding brought against such Grantor with respect to any Collateral; (6) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such

discharges or releases as the Administrative Agent may deem appropriate; (7) assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Copyright, Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine (at the direction of the Required Lenders); and (8) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option (at the direction of the Required Lenders) and such Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary (at the direction of the Required Lenders) to protect, preserve or realize upon the Collateral and the Secured Parties' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Anything in this Section 7.1(a) to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this Section 7.1(a) (other than pursuant to clause (ii) thereof) unless an Event of Default shall have occurred and be continuing.

(b) If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

(c) The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section 7.1, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due ABR Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

(d) Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

7.2 Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the New York UCC or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. As between the Administrative Agent and the other Secured Parties on one hand, and the Grantors, on the other hand, neither the Administrative Agent, any other Secured Party nor any of their respective officers, directors, employees, partners, representatives or agents (or sub-agents) (nor any representatives of any of the foregoing) shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Secured Parties hereunder are solely to protect the Secured Parties' interests in the Collateral and shall not impose any duty upon any Secured Party to exercise any such powers. The Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence, bad faith, material breach of this Agreement or willful misconduct.

7.3 Authorization to File Financing Statements. Pursuant to any applicable law, each Grantor authorizes the Administrative Agent to file or record financing statements and other filing or recording

documents or instruments with respect to the Collateral without the signature of such Grantor in such form and in such offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. Each Grantor authorizes the Administrative Agent to use collateral descriptions such as "all personal property" or "all assets", in each case "whether now owned or hereafter acquired", or descriptions of similar import in any such financing statement. Each Grantor hereby ratifies and authorizes the filing by the Administrative Agent of (i) any financing statement with respect to the Collateral made on or prior to the date hereof and (ii) any renewals thereof and any new financing statement with respect to each additional Subsidiary that becomes a Grantor pursuant to Section 8.14, to the extent such financing statement has the same collateral description as the financing statements in effect at such time.

7.4 Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Grantors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

SECTION 8. MISCELLANEOUS

8.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Section 10.1 of the Credit Agreement.

8.2 Notices. All notices, requests and demands to or upon the Administrative Agent or any Grantor hereunder shall be effected in the manner provided for in Section 10.2 of the Credit Agreement; provided that any such notice, request or demand to or upon any Guarantor shall be addressed to such Guarantor at its notice address set forth on Schedule 1.

8.3 No Waiver by Course of Conduct; Cumulative Remedies. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 8.1), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by any Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which any Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

8.4 Enforcement Expenses; Indemnification. Without limiting any Guarantor Obligations on account of any Borrower Obligations concerning enforcement expenses, indemnification or any other matter:

(a) Each Guarantor agrees to pay or reimburse each Lender and the Administrative Agent for all its reasonable and documented out-of-pocket costs and expenses incurred in collecting against such Guarantor under the guarantee contained in Section 2 or otherwise enforcing or preserving any rights under this Agreement and the other Loan Documents to which such Guarantor is a party, including, without limitation, the fees and disbursements of (i) one counsel to the Administrative Agent (and, if reasonably necessary, of one local counsel in any relevant jurisdiction to the Administrative Agent) and (ii) one counsel to the Lenders (selected by the Required Lenders), taken as a whole (and, if reasonably necessary, of one local counsel in any relevant jurisdiction to all such Lenders (selected by the Required Lenders), taken as a whole and, solely in the case of a conflict of interest, one additional local counsel to all affected Lenders, taken as a whole).

(b) Each Guarantor agrees to pay, and to save the Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral or in connection with any of the transactions contemplated by this Agreement.

(c) Each Guarantor agrees to pay, and to save the Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Agreement and all other Loan Documents to the extent the Borrowers would be required to do so pursuant to Section 10.5 of the Credit Agreement.

(d) The agreements in this Section 8.4 shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement and the other Loan Documents.

8.5 Successors and Assigns. This Agreement shall be binding upon the successors and assigns of each Grantor and shall inure to the benefit of the Secured Parties and their successors and assigns; provided that no Grantor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Administrative Agent and the Lenders.

8.6 Set-Off. In addition to any rights and remedies of the Secured Parties provided by law, each Secured Party shall have the right, without notice to any Grantor, any such notice being expressly waived by each Grantor to the extent permitted by applicable law, upon any Obligations becoming due and payable by any Grantor (whether at the stated maturity, by acceleration or otherwise), to apply to the payment of such Obligations, by setoff or otherwise, any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by such Secured Party, any affiliate thereof or any of their respective branches or agencies to or for the credit or the account of such Grantor. Each Secured Party agrees promptly to notify the relevant Grantor and the Administrative Agent after any such application made by such Secured Party, provided that the failure to give such notice shall not affect the validity of such application.

8.7 Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by email or telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

8.8 Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.9 Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

8.10 Integration. This Agreement and the other Loan Documents represent the agreement of the Grantors and the Secured Parties with respect to the subject matter hereof and thereof, and there are no promises, undertakings, representations or warranties by any Secured Party relative to subject matter hereof and thereof not expressly set forth or referred to herein or in the other Loan Documents. In the event of a conflict or inconsistency between the terms of this Agreement and the Credit Agreement (including as to notice periods, grace periods and cure periods), the terms of the Credit Agreement shall control.

8.11 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

8.12 Submission To Jurisdiction; Waivers. Each Grantor hereby irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the exclusive jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof; provided, that nothing contained herein or in any other Loan Document will prevent any Secured Party from bringing any action to enforce any award or judgment or exercise any right under the Security Documents or against any Collateral or any other property of any Loan Party in any other forum in which jurisdiction can be established;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Grantor at its address referred to in Section 8.2 or at such other address of which the Administrative Agent shall have been notified pursuant thereto;

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages; provided that nothing contained in this clause (e) shall limit the Borrowers', the Borrowers' Subsidiaries' or the Guarantors' indemnification obligations.

8.13 Acknowledgements. Each Grantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents to which it is a party;

(b) no Secured Party has any fiduciary relationship with or duty to any Grantor arising out of or in connection with this Agreement or any of the other Loan Documents, and the relationship between the Grantors, on the one hand, and the Secured Parties, on the other hand, in connection herewith or therewith is solely that of debtor and creditor; and

(c) no joint venture is created hereby or by the other Loan Documents or otherwise exists by virtue of the transactions contemplated hereby among the Secured Parties or among the Grantors and the Secured Parties.

8.14 Additional Grantors. Each Subsidiary of the Borrowers that is required to become a party to this Agreement pursuant to Section 6.9 of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Subsidiary of an Assumption Agreement in the form of Annex 1 hereto.

8.15 Reserved.

8.16 Releases.

(a) At such time as the Loans and the other Obligations (other than Obligations in respect of Specified Swap Agreements and Specified Cash Management Agreements) shall have been paid in full in cash, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral then held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by any Grantor in a Disposition permitted by the Credit Agreement, then the Administrative Agent, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral; provided that the Borrowers shall have delivered to the Administrative Agent, at least three Business Days prior to the date of the proposed release, a written request for release identifying the relevant Collateral and the terms of the sale or other Disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrowers stating that such Disposition is in compliance with the Credit Agreement and the other Loan Documents. At the request and sole expense of the Borrowers, a Subsidiary Guarantor shall be released from its obligations hereunder in the event that all the Capital Stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of in a Disposition permitted by the Credit Agreement; provided that the Borrowers shall have delivered to the Administrative Agent, at least three Business Days prior to the date of the proposed release, a written request for release identifying the relevant Subsidiary Guarantor and the terms of the sale or other Disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrowers stating that such Disposition is in compliance with the Credit Agreement and the other Loan Documents. The Administrative Agent shall be entitled to rely (without any need for further investigation) and shall have no liability for relying on any such notice, certificate or other certification delivered pursuant to this paragraph.

(c) Nothing in this Agreement shall limit the termination and release provisions of Section 10.14 of the Credit Agreement.

8.17 WAIVER OF JURY TRIAL

EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee and Collateral Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

NEW MILLENNIUM HOLDCO, INC.

By: _____
Name:
Title:

NEW MILLENNIUM HEALTH, LLC

By: _____
Name:
Title:

RXANTE, LLC

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

[_____], as Administrative Agent

By_____

Name:
Title:

By_____

Name:
Title:

Annex 1 to
Guarantee and Collateral Agreement

ASSUMPTION AGREEMENT, dated as of _____, 20__, made by _____ (the "Additional Grantor"), in favor of [_____], as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties. All capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, New Millennium Holdco, Inc. ("Holdings" and a "Borrower"), New Millennium Health, LLC ("Millennium" and a "Borrower"; together with Holdings, the "Borrowers"), the lenders party thereto and the Administrative Agent have entered into a Credit Agreement, dated as of _____ __, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their Subsidiaries (other than the Additional Grantor) have entered into the Guarantee and Collateral Agreement, dated as of _____ __, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") in favor of the Administrative Agent for the ratable benefit of the Secured Parties;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

NOW, THEREFORE, IT IS AGREED:

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.14 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor and Guarantor for all purposes thereunder and, without limiting the generality of the foregoing, hereby expressly assumes, jointly and severally, all obligations and liabilities of a Grantor and Guarantor thereunder and hereby grants a security interest in all of its right, title and interest in the Collateral as collateral security for the prompt and complete payment and performance when due of the Additional Grantor's Obligations. The information set forth in Annex 1-A hereto is hereby added to the information set forth in the Schedules to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement and the supplements attached hereto) as if made on and as of such date. Each Additional Grantor authorizes the Administrative Agent to use collateral descriptions such as "all personal property" or "all assets", in each case "whether now owned or hereafter acquired", or descriptions of similar import in any financing statements.

2. Governing Law. THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

[ADDITIONAL GRANTOR]

By:_____
Name:
Title:

Annex 1-A to
Assumption Agreement

Supplement to Schedule 1

Supplement to Schedule 2

Supplement to Schedule 3

Supplement to Schedule 4

Supplement to Schedule 5

Supplement to Schedule 6

Supplement to Schedule 7

EXHIBIT F

REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this "***Agreement***") is made as of [_____], 2015, by and among [New Millennium Holdco, Inc.], Delaware corporation (the "***Company***"), and each Holder (as defined herein) who becomes a party to this Agreement pursuant to Section 1.12 hereof.

RECITALS

WHEREAS, pursuant to the Prepackaged Joint Plan of Reorganization of Millennium Lab Holdings II, LLC et al. dated as of October 29, 2015, as confirmed on [_____], 2015 (the "***Plan***"), and which became effective on [_____], 2015, the newly reorganized Company has agreed to enter into this Agreement for the benefit of each Holder (as defined herein);

NOW, **THEREFORE**, in consideration of the premises and respective covenants and agreements set forth in this Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I.

REGISTRATION RIGHTS

Section 1.1 Definitions. For purposes of this Agreement:

"***Affiliate***" means, with respect to any Person, any other Person who directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. For purposes of this definition of Affiliate, "***control***" means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"***Board***" means the Board of Directors of the Company or any authorized committee thereof.

"***Common Stock***" means shares of the Company's common stock, par value of $0.01 per share.

"***Company***" has the meaning specified in the first paragraph to this Agreement.

"***Demand Notice***" has the meaning specified in Section 1.2(a) hereof.

"***Demand Registration***" has the meaning specified in Section 1.2(a) hereof.

"***Equity Transfer Date***" has the meaning specified in Section 1.52 of the Plan.

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

"***FINRA***" means the Financial Industry Regulatory Authority, Inc., or any successor entity thereof.

"***Holder***" means a Person that (i) becomes a party to this Agreement in accordance with Section 1.12 hereof and (ii) beneficially owns at least [NUMBER][1] shares of Registrable Securities. The term Holder (x) shall not include any registered owner of Registrable Securities that holds such Registrable Securities in "street name" on behalf of beneficial owners thereof and (y) shall include (i) any Affiliate of a Holder and (ii) any funds or accounts managed and/or advised by any entity that manages and/or advises a Holder or any of its Affiliates (each, a "***Related Fund***"), in each case, to the extent any such Affiliate or Related Fund holds Registrable Securities and becomes a party to this Agreement.

"***IPO***" means an initial underwritten public offering of the Common Stock pursuant to an effective Registration Statement (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or any successor form) (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement) or (ii) in connection with any dividend or distribution reinvestment or similar plan).

"***Maximum Offering Amount***" has the meaning specified in Section 1.2(c)(ii) hereof.

"***Majority in Interest of Participating Holders***" means Participating Holders owning a majority of the Registrable Securities included in a Registration Statement.

"***Participating Holders***" means Holders participating, or electing to participate, in a registration of Registrable Securities.

"***Person***" means any individual, firm, corporation, company, partnership, trust, incorporated or unincorporated association, limited liability company, joint venture, joint stock company, government (or an agency or political subdivision thereof) or other entity of any kind, and shall include any successor (by merger or otherwise) of any such entity.

"***Piggyback Holder***" has the meaning specified in Section 1.3(b) hereof.

"***Piggyback Registration***" has the meaning specified in Section 1.3(a) hereof.

"***Plan***" has the meaning set forth in the recitals to this Agreement.

"***Registrable Securities***" means (a) any shares of Common Stock acquired by any Holder pursuant to the Plan or subsequently acquired by any Holder after the Equity Transfer Date and (b) any capital stock or other securities of the Company issued or issuable with respect to the shares of Common Stock referred to in clause (a): (i) upon any conversion or exchange thereof, (ii) by way of stock dividend or other distribution, stock split or reverse stock split or (iii) in connection with a combination of shares, recapitalization, merger, consolidation, exchange offer, reorganization or other similar event; provided, however, that shares of Common Stock or other

[1] Such number to represent 2% of the outstanding Common Stock at the Equity Transfer Date.

securities that are considered to be Registrable Securities shall cease to be Registrable Securities (A) upon the disposition thereof pursuant to and in accordance with an effective Registration Statement, (B) upon the sale thereof to the public through a broker, dealer or market maker pursuant to Rule 144 under the Securities Act (or any similar rule promulgated by the SEC then in force), (C) when such securities are eligible for sale without registration pursuant to Rule 144 (or any similar provisions then in force) under the Securities Act without limitation thereunder on volume or manner of sale, provided that this clause (C) shall not apply unless the Company has consummated an IPO and two years have elapsed since the effective date thereof (provided that such two year period shall be extended by the aggregate number of days for which the obligation to file a Registration Statement has been suspended or delayed pursuant to Section 1.2(d) hereof), (D) when transferred in a transaction in which the transferor's rights under this Agreement are not validly assigned in accordance with this Agreement or (E) when they cease to be outstanding.

"***Registration Expenses***" mean all expenses (other than Selling Expenses) arising from or incident to the performance of, or compliance with, this ARTICLE I, including, without limitation, (i) SEC, stock exchange, FINRA and other registration and filing fees, (ii) all fees and expenses incurred in connection with complying with any securities or blue sky laws (including, without limitation, fees, charges and disbursements of counsel in connection with blue sky qualifications of Registrable Securities), (iii) all printing, messenger and delivery expenses, (iv) the fees, charges and disbursements of counsel to the Company and of its independent public accountants and any other accounting and legal fees, charges and expenses incurred by the Company (including, without limitation, any expenses arising from any special audits or "cold comfort" letters required in connection with or incident to any registration), (v) the fees, charges and disbursements of any special experts retained by the Company in connection with any registration pursuant to the terms of this Agreement, (vi) all internal expenses of the Company (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), (vii) the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange and (viii) Securities Act liability insurance (if the Company elects to obtain such insurance), regardless of whether any Registration Statement filed in connection with such registration is declared effective. "***Registration Expenses***" shall also include reasonable and documented fees, charges and disbursements of one (1) firm of counsel to all of the Participating Holders participating in any underwritten public offering pursuant to this ARTICLE I (which shall be selected by a Majority in Interest of Participating Holders).

"***Registration Statement***" shall mean any Registration Statement of the Company filed with the SEC on the appropriate form pursuant to the Securities Act which covers any of the shares of Common Stock pursuant to the provisions of this Agreement and all amendments and supplements to any such Registration Statement, including confidentially submitted drafts, post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all materials incorporated by reference therein.

"***Requesting Holder***" means any Holder making a request for a Demand Registration pursuant to Section 1.2(a) hereof.

"***SEC***" or "***Commission***" means the United States Securities and Exchange Commission.

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

"***Selling Expenses***" shall mean the underwriting fees, discounts, selling commissions and stock transfer taxes applicable to any Registrable Securities, and the fees and disbursements of counsel to the Participating Holders other than those listed in the definition of Registration Expense.

"***Shelf Registration***" has the meaning specified in Section 1.2(a) hereof.

"***Valid Business Reason***" has the meaning specified in Section 1.2(d) hereof.

Section 1.2 Demand Registration.

(a) Request by Holders. Subject to the terms and conditions set forth in this Agreement, including the limitations of Section 1.2(d) and Section 1.5(b), Holders of Registrable Securities may make a written request to the Company (a "***Demand Notice***") to register all or part of their Registrable Securities for resale under the Securities Act (a "***Demand Registration***") as follows:

(i) prior to the completion of an IPO, Holders may make such a request at any time following the date that is two years after the Equity Transfer Date, provided that the Holders making such request hold at least a majority of all Registrable Securities outstanding at such time; and

(ii) after the completion of an IPO, Holders may make such a request at any time, provided that (x) the Holders making such request hold at least [10%] of all Registrable Securities outstanding at such time and (y) the amount of Registrable Securities requested to be included in such registration shall not be less than [5%] of the number of shares of Common Stock outstanding at such time.

Each Demand Notice shall (A) specify the number of Registrable Securities that the Requesting Holders intend to sell or dispose of and (B) state the intended method or methods of sale or disposition of the Registrable Securities. In connection with any Demand Registration, the Requesting Holders may require the Company to file a shelf registration statement with the SEC in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule in effect) (a "***Shelf Registration***"), provided that the Company is then eligible to use Form S-3 (or any successor form) under the Securities Act for such intended resale.

(b) Demand Registration. Following receipt of a Demand Notice, the Company shall:

(i) give written notice of such request for registration to all Holders of Registrable Securities within twenty (20) days after receipt of a Demand Notice;

(ii) cause to be filed (or confidentially submitted), as soon as reasonably practicable, but in any event within 60 days (or, in the case of an IPO, 120 days) after the date of delivery of the Demand Notice, a Registration

Statement covering such Registrable Securities that the Company has been so requested to register by the Requesting Holders and other Holders of Registrable Securities who make a request to the Company, within fifteen (15) days after the mailing of the Company's notice referred to in Section 1.2(b)(i) hereof, that their Registrable Securities also be registered, providing for the registration under the Securities Act of such Registrable Securities to the extent necessary to permit the disposition of such Registrable Securities in accordance with the intended method of distribution specified in such Demand Notice, subject to the limitations of Section 1.2(c); provided that, if requested by the Requesting Holders, any such registration will be a Shelf Registration, provided the Company is then eligible to use Form S-3 (or any successor form) under the Securities Act; and

(iii) use its commercially reasonable efforts to have such Registration Statement declared effective by the SEC as soon as reasonably practicable thereafter.

(c) Selection of Underwriters; Priority for Demand Registrations.

(i) In the event that the Requesting Holders intend to distribute the Registrable Securities covered by the Demand Notice by means of an underwriting, they shall so advise the Company as part of the Demand Notice, and the Company shall include such information in the notice it provides to all Holders pursuant to Section 1.2(b)(i) hereof. The managing underwriter for such underwriting shall be one or more reputable nationally recognized investment banks selected by the holders of a Majority in Interest of Participating Holders, subject to the approval of the Company, which approval shall not be unreasonably withheld, delayed or conditioned. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting, including as provided in Section 1.9, and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided in this Section 1.2(c). If requested by the underwriters, the Company and all Holders proposing to distribute their securities through such underwriting shall enter into an underwriting agreement with the underwriters selected for such underwriting, which underwriting agreement shall be in customary form and reasonably satisfactory in form and substance to the Company, the holders of a Majority in Interest of Participating Holders and the underwriters and shall contain such representations and warranties by the Company and the Participating Holders and such other terms and provisions as are customarily contained in agreements of this type, including, but not limited to, indemnities to the effect and to the extent provided in this Agreement or as are otherwise then customary (with respect to a party hereto, only if more extensive), provisions for the delivery of officer's certificates, opinions of counsel for the Company and the Participating Holders and accountants' "cold comfort" letters, and lock-up arrangements.

(ii) If any Demand Registration involves an underwritten offering and the managing underwriter of such offering advises the Company that, in its good faith view, the number of Registrable Securities and, if permitted hereunder, other securities requested to be included in such offering exceeds the largest number of securities which

can reasonably be sold in an orderly manner without having an adverse effect on such offering (the "***Maximum Offering Amount***"), then the Company shall include in such registration the number which can be so sold in the following order of priority:

(A) first, all Registrable Securities requested by the Participating Holders to be included in such registration shall be included, but, if the number of Registrable Securities requested to be included in such registration exceeds the Maximum Offering Amount, then the number of Registrable Securities that each Participating Holder will be entitled to include in such registration will be allocated on a *pro rata* basis; and

(B) second, other securities, if any, requested to be included in such registration to the extent permitted hereunder (including, for the avoidance of doubt, shares of Common Stock to be sold for the account of the Company and/or other holders of Common Stock) allocated among such Persons in such manner as they may agree.

For purposes of Section 1.2(c)(ii)(A), the *pro rata* portion of Registrable Securities of each Participating Holder shall be the product of (i) the total number of Registrable Securities which the managing underwriter agrees to include in the public offering and (ii) the ratio which such Participating Holder's total Registrable Securities bears to the total number of Registrable Securities of all Participating Holders to be included in such Registration Statement. To facilitate the allocation of shares in accordance with the above provisions, the Company or the managing underwriter may round the number of shares allocated to any Participating Holder to the nearest 100 shares.

(d) Limitations on Demand Registrations.

(i) Notwithstanding anything herein to the contrary, the Company (i) may delay making a filing (or confidential submission) of a Registration Statement (including any amendment or supplement thereto or any prospectus or prospectus supplement related thereto) or taking action in connection therewith or (ii) may suspend having a Registration Statement remain effective, if the Company provides written notice to the Holders (in the case of clause (i), prior to the time, it would otherwise have been required to file (or confidentially submit) such Registration Statement (including any amendment or supplement thereto or any prospectus or prospectus supplement related thereto) or take such action pursuant to this Section 1.2, and, in the case of clause (ii), prior to such suspension), stating that the Board has determined in good faith that such action or effectiveness, as applicable, would (A) be expected to materially adversely affect, impede or interfere with any plan or proposal of a significant financing, acquisition, disposition, merger, corporate reorganization, securities offering, segment reclassification or discontinuation of operations or other material transaction or any negotiations or discussions with respect thereto, (B) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential or (C) render the Company unable to comply with, or would reasonably be expected to cause an undue burden on the Company in complying with, requirements

under the Securities Act or the Exchange Act (each, a "***Valid Business Reason***"); provided, however, that such right to delay shall be exercised by the Company not more than three times in any 12 month period and the Company shall only have the right to delay so long as such Valid Business Reason exists (but in no event for a period longer than sixty (60) days in any 180-day period or ninety (90) days in any twelve month period and provided that a period of at least thirty (30) days shall elapse between the termination of any delay or suspension and the commencement of another delay or suspension), and during such time the Company may not file a Registration Statement for securities to be issued and sold for its own account or for that of anyone other than the Holders of Registrable Securities (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or any successor form) (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or any successor form), (iii) that relates to a transaction subject to Rule 145 under the Securities Act (or any successor rule thereto) or (iv) in connection with any dividend or distribution reinvestment or similar plan).

(ii) The Company shall not be required to effect more than (x) three (3) Demand Registrations relating to Demand Notices made pursuant to Section 1.2(a)(ii) hereof, plus (y) one (1) Demand Registration relating to a Demand Notice made pursuant to Section 1.2(a)(i), provided that, if the Company is eligible to use Form S-3 (or any successor form) under the Securities Act for such intended resale of Registrable Securities, there shall be no limit on the number of Demand Registrations that are Shelf Registrations not involving an underwritten offering that the Company may be required to effect. A Demand Registration shall not be deemed to have been effected and shall not count as one of the Demand Registrations referenced in the immediately preceding sentence (i) unless a Registration Statement with respect thereto has become effective and remained effective in compliance with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement until such time as all of such Registrable Securities have been disposed of in accordance with the intended methods of disposition by the Holders thereof set forth in such Registration Statement or have ceased to be Registrable Securities; provided, however, that such period shall not exceed 120 days (except in the case of a Shelf Registration, which shall be required to remain effective as provided in Section 1.5(a)(i)); (ii) if, after it has become effective, such registration is interfered with by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court for any reason and has not thereafter become effective or if the offering of Registrable Securities is not consummated for any reason, including, without limitation, if the underwriters of an underwritten public offering advise the Participating Holders that the Registrable Securities cannot be sold at a net price per share equal to or above the minimum net price acceptable to the holders of a Majority in Interest of Participating Holders; (iii) if conditions to closing specified in the underwriting agreement, if any, entered into in connection with such registration are not satisfied by the Company or waived (unless a substantial cause of the Company not satisfying such conditions to closing is attributable to one or more Participating Holders); or (iv) if the amount of Registrable Securities of Requesting Holders included in the registration are cut back as a result of the exercise of

the underwriting cutback priority in Section 1.2(c)(ii) to fewer than 50% of the Registrable Securities originally requested by the Participating Holders to be registered;

(iii) The Company will not be required to effect any Demand Registration relating to a Demand Notice made pursuant to Section 1.2(a)(i) to the extent the Company reasonably believes, based on the advice of an underwriter, that (a) such an offering would not reasonably be expected to generate net proceeds of at least $50 million and (b) the pre-offering net equity value of the Company based upon the expected IPO price would not be at least $200 million.

(iv) The Company will not be required to effect any Demand Registration during the period starting on the date thirty (30) days prior to the Company's estimated date of filing (or confidential submission) of, and ending on the date one-hundred eighty (180) days, in the case of an IPO, or ninety (90) days, in the case of any registration under the Securities Act other than an IPO, immediately following the effective date of, any Registration Statement (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or any successor form) (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or any successor form), (iii) that relates to a transaction subject to Rule 145 under the Securities Act (or any successor rule thereto) or (iv) in connection with any dividend or distribution reinvestment or similar plan) pertaining to the securities of the Company (including, for the avoidance of doubt, any Registration Statement contemplated by this Agreement), provided that the Company is employing in good faith all commercially reasonable efforts to cause such Registration Statement to become effective.

(e) Cancellation of Registration. A Majority in Interest of the Participating Holders shall have the right to cancel a proposed Demand Registration of Registrable Securities pursuant to this Section 1.2 prior to the effectiveness of such registration when, (i) in their discretion, market conditions are so unfavorable as to be seriously detrimental to an offering pursuant to such registration or (ii) the request for cancellation is based upon material adverse information relating to the Company that is different from the information known (including any information furnished by the Company to its security holders, whether or not actually known by the Participating Holders) to the Participating Holders at the time of the Demand Notice. Such cancellation of a registration pursuant to clause (ii) above shall not be counted as one of the total number of Demand Registrations referenced in Section 1.2(d)(ii) hereof and notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for all Registration Expenses incurred in connection with the registration prior to the time of cancellation.

Section 1.3 Piggyback Registrations.

(a) Right to Include Registrable Securities. Subject to the terms and conditions set forth in this Agreement, each time that the Company proposes for any reason to register any of its securities of the same class as the Registrable Securities under the Securities Act, either for its own account or for the account of a stockholder or stockholders exercising demand registration rights (other than Demand Registrations pursuant to Section 1.2 hereof or a

registration (i) pursuant to a Registration Statement on Form S-8 (or any successor form) (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or any successor form), (iii) that relates to a transaction subject to Rule 145 under the Securities Act (or any successor rule thereto) or (iv) in connection with any dividend or distribution reinvestment or similar plan) (a "***Proposed Registration***"), the Company shall promptly give written notice (which notice shall be given not less than fifteen (15) days prior to the expected filing date of the Proposed Registration and shall describe the intended method of distribution for the offering relating to the Proposed Registration) of such Proposed Registration to all Holders of Registrable Securities and shall offer such Holders the right to request inclusion of any of such Holder's Registrable Securities in the Proposed Registration (a "***Piggyback Registration***"). No registration pursuant to this Section 1.3 shall relieve the Company of its obligation to effect a Demand Registration, as contemplated by Section 1.2 hereof. The rights to Piggyback Registration may be exercised on an unlimited number of occasions. For the avoidance of doubt, the Company shall have no obligation to give notice of, or include any Holder in, a registered public offering by a stockholder, including such an offering not involving a "road show", an offering commonly known as a "block trade," or a "bought deal," or an offering of securities pursuant to a then-effective registration statement that was not prohibited by this Agreement.

(b) Piggyback Procedure. Each Holder shall have ten (10) days from the date of receipt of the Company's notice referred to in Section 1.3(a) above to deliver to the Company a written request specifying the number of Registrable Securities such Piggyback Holder intends to register and sell in the offering relating to such Piggyback Registration (any Holder so requesting to have any of their Registrable Securities included in the Proposed Registration, a "***Piggyback Holder***"). Any Piggyback Holder shall have the right to withdraw such Piggyback Holder's request for inclusion of such Holder's Registrable Securities in any Registration Statement pursuant to this Section 1.3 by giving written notice to the Company of such withdrawal; provided, however, that the Company may ignore a notice of withdrawal made within 24 hours of the earlier of (A) time the Registration Statement is to become effective and (B) the filing of the applicable "red herring" prospectus or prospectus supplement with respect to the Registration Statement used for marketing such transaction. Subject to Section 1.3(c) below, the Company shall use commercially reasonable efforts to include in such Registration Statement all such Registrable Securities requested to be included therein in accordance with the provisions set forth in this Section 1.3(b); provided, further, that the Company may at any time withdraw or cease proceeding with any such Proposed Registration if it shall at the same time withdraw or cease proceeding with the registration of all other securities of the same class as the Registrable Securities originally proposed to be registered, without prejudice, however, but subject to Section 1.2 and the other express terms and conditions of this Agreement, to the rights of any Holder to request that a Demand Registration be effected; and provided, further, that no registration effected under this provision will relieve the Company from its obligations to effect a Demand Registration upon a Demand Notice, subject to the express terms and conditions set forth in this Agreement.

(c) Priority for Piggyback Registration. If any Proposed Registration involves an underwritten offering and the managing underwriter of such offering advises the Company that, in its good faith view, the number of securities requested to be included in such offering

exceeds the Maximum Offering Amount, then the Company shall include in such registration the number of securities which can be so sold in the following order of priority, subject to Section 1.3(d) below:

(i) first, all securities that the Company proposes to register for its own account (the "***Company Securities***");

(ii) second, to the extent that the number of Company Securities is less than the Maximum Offering Amount, the remaining securities to be included in such registration will be allocated on a *pro rata* basis among (A) all Piggyback Holders requesting that Registrable Securities be included in such Registration, and (B) all other holders ("***Other Holders***") of the Company's securities who have been granted "piggy-back" registration rights with respect to such securities (the "***Other Securities***") and have requested that such Other Securities be included in such registration.

For purposes of this Section 1.3(c), the *pro rata* portion of Registrable Securities of each Piggyback Holder and Other Securities of each Other Holder shall be the product of (i) the total number of Registrable Securities and Other Securities which the managing underwriter agrees to include in the public offering and (ii) the ratio which such Piggyback Holder's or Other Holder's total Registrable Securities or Other Securities, as the case may be, bears to the total number of Registrable Securities and Other Securities to be included in such Registration Statement. To facilitate the allocation of shares in accordance with the above provisions, the Company or the managing underwriter may round the number of shares allocated to any Participating Holder or Other Holder to the nearest 100 shares.

(d) Notwithstanding the foregoing, in no event shall the amount of securities of the Piggyback Holders included in the Proposed Registration be reduced below 20% of the total amount of securities included in the offering, unless such offering is the IPO, in which case the Piggyback Holders may be excluded below this amount if the underwriters make the determination described above and no other stockholders' securities are included in such offering. For the avoidance of doubt, if, in an offering other than the IPO, the amount of securities of the Piggyback Holders included in the Proposed Registration would be reduced below 20% of the total amount of securities included in the offering as a result of Section 1.3(c) above, the Company shall have the right to allocate such Piggyback Holders additional securities in order to comply with the foregoing sentence. If as a result of the provisions of this Section 1.3(c), any Piggyback Holder shall not be entitled to include more than 20% of its Registrable Securities in a registration that such Piggyback Holder has requested to be so included, such Piggyback Holder may withdraw such Piggyback Holder's request to include Registrable Securities in such Registration Statement; provided that such Piggyback Holder must give notice to the Company of its withdrawal pursuant to and in accordance with the time period specified in Section 1.3(b) or, if after such time period, as soon as reasonably practicable after receiving notice of such underwriting cutback. If any Piggyback Holder removes its shares from such registration, its shares may be allocated by the Company in its reasonable discretion.

(e) Underwritten Offering. In the event that the Proposed Registration by the Company is, in whole or in part, an underwritten public offering of securities of the Company, any notice from the Company to the Holders under this Section 1.3 shall offer the Holders the

right, and the Holders shall be obligated, to include any Registrable Securities covered by the Proposed Registration in the underwriting on the same terms and conditions as the shares, if any, otherwise being sold through underwriters under such Proposed Registration. The managing underwriter for such underwriting shall be one or more reputable nationally recognized investment banks selected by the Company.

Section 1.4 Holdback Agreements. Restrictions on Public Sale by Holders. Each Holder hereby agrees that, if and whenever the Company (i) proposes to register any of the Common Stock or any securities convertible into or exchangeable or exercisable for such securities, whether or not for its own account, or (ii) is required to use its commercially reasonable efforts to effect the registration of any Registrable Securities under the Securities Act pursuant to a Demand Registration, such Holder, if requested by the managing underwriter in an underwritten offering, agrees to enter into a "lock-up agreement" in form and substance reasonably satisfactory to the Holders representing a majority of the Registrable Securities subject to such registration statement containing terms (including the duration of the lock-up period, which, for the avoidance of doubt shall not exceed 180 days in the case of an IPO or 90 days in the case of any registration under the Securities Act other than an IPO) that are customary at the time of such agreement is entered into for offerings of similar size and type, and the Company shall cause all of the Company's directors and executive officers to sign lock-up agreements on comparable terms in connection therewith (or on such terms as may be required by the managing underwriter), subject to customary exclusions. Notwithstanding the foregoing, if (x) during the last 17 days of the foregoing 180-day period or 90-day period, as applicable, the Company issues an earnings release or material news or a material event relating to the Company occurs or (y) prior to the expiration of the 180-day period or 90-day period, as applicable, the Company announces that it will release earnings results during the 16-day period beginning on the last day of the period, then, to the extent required by the Securities Act or the Exchange Act, the restrictions described above shall continue to apply until the expiration of an 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event. Any such lock-up agreements signed by the Holders shall contain reasonable and customary exceptions, including, without limitation, the right of a Holder to make transfers to certain affiliates; provided such affiliates agree to be bound by the terms of the lock-up agreement. The Company may impose stop-transfer instructions with respect to the shares of Common Stock or other securities subject to the foregoing restrictions until the end of the relevant lock-up period.

Section 1.5 Registration Procedures.

(a) Obligations of the Company. If and whenever registration of Registrable Securities is required pursuant to this Agreement, subject to the express terms and conditions set forth in this Agreement, the Company shall use commercially reasonable efforts to effect the registration and sale of such Registrable Securities in accordance with the intended method of distribution thereof as promptly as reasonably practicable, and in connection with any such request, the Company shall, as promptly as reasonably practicable and as applicable:

(i) *Preparation of Registration Statement; Effectiveness*. Prepare and file (or confidentially submit) with the SEC (in any event not later than 60 days (or, in the case of an IPO, 120 days) after the date of delivery of a Demand Notice a Registration

Statement with respect to the applicable Registrable Securities on any form on which the Company then qualifies, which counsel for the Company shall deem appropriate and pursuant to which such offering may be made in accordance with the intended method of distribution thereof, and use commercially reasonable efforts to cause any such Demand Registration required hereunder to become effective as soon as reasonably practicable, and remain effective for a period of not less than 120 days (or such shorter period in which all Registrable Securities have been sold in accordance with the methods of distribution set forth in the Registration Statement or have ceased to be Registrable Securities); provided, however, that, in the case of any Shelf Registration of Registrable Securities which are intended to be offered on a continuous or delayed basis, such 120-day period shall be extended, if necessary, to keep the Registration Statement effective until all such Registrable Securities are disposed of or have ceased to be Registrable Securities;

(ii) *Participation in Preparation*. Provide any Participating Holder, any underwriter participating in any disposition pursuant to a Registration Statement filed pursuant to this Agreement, and any attorney, accountant or other similar agent retained by any Participating Holder or underwriter (each, an "***Agent***" and, collectively, the "***Agents***"), a reasonable opportunity to review and comment on such Registration Statement, each prospectus filed with respect to the Registrable Securities included therein or filed with the SEC and each amendment or supplement thereto (excluding any exhibits thereto and any filing made under the Exchange Act that is to be incorporated by reference therein);

(iii) *Due Diligence*. For a reasonable period prior to the filing (or confidential submission) of any Registration Statement pursuant to this Agreement (excluding any amendments as a result of any filing made under the Exchange Act that is to be incorporated by reference therein), make available for inspection by the Agents, if any, of any Participating Holder or underwriter participating in any disposition pursuant to such Registration Statement upon reasonable notice and during normal business hours such financial and other information and books and records, pertinent corporate documents and properties of the Company and its subsidiaries and cause the officers, directors, employees, counsel and independent certified public accountants of the Company and its subsidiaries to respond to such inquiries and to supply all information reasonably requested by any such Agent in connection with such Registration Statement, as shall be reasonably necessary, in the judgment of the Agents, to conduct a reasonable and customary due diligence investigation within the meaning of the Securities Act; provided, however, that if requested by the Company, each Agent and each Participating Holder shall enter into a confidentiality agreement with the Company prior to participating in the preparation of such Registration Statement or the Company's release or disclosure of confidential information to such Agent;

(iv) *General Notifications*. Promptly notify in writing the Participating Holders, the sales or placement agent, if any, therefor and the managing underwriter of the securities being sold, if applicable, (A) when a Registration Statement filed pursuant to this Agreement or the prospectus included therein or any prospectus amendment or supplement or post-effective amendment (excluding any amendments as a result of any

filing made under the Exchange Act that is to be incorporated by reference therein), has been filed, and, with respect to any such Registration Statement or any such post-effective amendment, when the same has become effective, (B) when the SEC notifies the Company whether there will be a "review" of such Registration Statement, (C) of the receipt of any comments by the SEC and by the blue sky or securities commissioner or regulator of any state with respect to such Registration Statement and (D) of any request by the SEC for any amendments or supplements to such Registration Statement or the prospectus or for additional information, in each case, with respect to the Registrable Securities;

(v) *10b-5 Notification.* Promptly notify in writing the Participating Holders, the sales or placement agent, if any, therefor and the managing underwriter of the securities being sold pursuant to any Registration Statement filed pursuant to this Agreement at any time when a prospectus with respect to the Registrable Securities 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, any prospectus with respect to the Registrable Securities included in such Registration Statement (or amendment or supplement thereto) contains an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made not misleading, and the Company shall promptly prepare a supplement or amendment to such prospectus and file it with the SEC (in any event no later than ten (10) days following notice of the occurrence of such event to each Participating Holder, such sales or placement agent and such managing underwriter; provided; that such ten (10) day period may be extended pursuant to Section 1.2(d)(i)) so that after delivery of such prospectus, as so amended or supplemented, to the purchasers of such Registrable Securities, such prospectus, as so amended or supplemented, shall not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made not misleading;

(vi) *Notification of Stop Orders; Suspensions of Qualifications and Exemptions*. Promptly notify in writing the Participating Holders, the sales or placement agent, if any, therefor and the managing underwriter of the securities being sold of (A) any stop order issued or, to the knowledge of the Company, threatened to be issued by the SEC with respect to a Registration Statement filed pursuant to this Agreement or (B) any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction or, to the knowledge of the Company, the initiation or threatening of any proceeding for such purpose, and the Company agrees to use commercially reasonable efforts to (x) prevent the issuance of any such stop order, and in the event of such issuance, to obtain the withdrawal of any such stop order and (y) obtain the withdrawal of any order suspending or preventing the use of any related prospectus with respect to the Registrable Securities or suspending the qualification of any Registrable Securities included in such Registration Statement for sale in any jurisdiction at the earliest reasonably practicable date;

(vii) *Amendments and Supplements; Acceleration*. (A) Prepare and file with the SEC such amendments and supplements to each Registration Statement filed pursuant to this Agreement as may be necessary to comply with the provisions of the Securities Act, including post-effective amendments to each such Registration Statement as may be necessary to keep such Registration Statement continuously effective for the applicable time period required hereunder; (B) cause the related prospectus with respect to the Registrable Securities to be supplemented by any required prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 (or any similar provisions then in force) promulgated under the Securities Act; and (C) comply with the provisions of the Securities Act and the Exchange Act with respect to the disposition of the Registrable Securities covered by such Registration Statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such Registration Statement as so amended or in such prospectus as so supplemented;

(viii) *Copies*. Furnish as promptly as reasonably practicable to each Participating Holder and Agent prior to filing (or confidentially submitting) a Registration Statement pursuant to this Agreement or any supplement or amendment thereto with respect to the Registrable Securities, copies of such Registration Statement, supplement or amendment as it is proposed to be filed, and after such filing such number of copies of such Registration Statement, each such amendment and supplement thereto with respect to the Registrable Securities (in each case including all exhibits thereto), the prospectus included in such Registration Statement (including each preliminary prospectus) with respect to the Registrable Securities and such other documents as each such Participating Holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Participating Holder;

(ix) *Blue Sky*. Use commercially reasonable efforts to, prior to any public offering of the Registrable Securities, register or qualify (or seek an exemption from registration or qualifications) such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any Participating Holder or underwriter may reasonably request, and to continue such qualification in effect in each such jurisdiction for as long as is permissible pursuant to the laws of such jurisdiction, or for as long as a Participating Holder or underwriter reasonably requests or for so long as the applicable Registration Statement remains effective under the Securities Act, whichever is shortest, and do any and all other acts and things which may be reasonably necessary or advisable to enable any Participating Holder to consummate the disposition in such jurisdictions of the Registrable Securities; provided, however, 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 of process in any such states or jurisdictions or subject itself to material taxation in any such state or jurisdiction, but for this subparagraph;

(x) *Other Approvals*. Use commercially reasonable efforts to obtain all other approvals, consents, exemptions or authorizations from such governmental agencies or authorities as may be necessary to enable the Participating Holders and underwriters to consummate the disposition of Registrable Securities;

(xi) *Agreements*. Enter into and perform customary agreements (including any underwriting agreements in customary form), and take such other actions as may be reasonably required in order to expedite or facilitate the disposition of Registrable Securities;

(xii) *"Cold Comfort" Letter*. In the event of any underwritten public offering and as provided in the applicable underwriting agreement, use commercially reasonable efforts to obtain a "cold comfort" letter from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the managing underwriter may reasonably request;

(xiii) *Legal Opinion*. In the event of any underwritten public offering and as provided in the applicable underwriting agreement, furnish, at the request of any underwriter of Registrable Securities on the date such securities are delivered to the underwriters for sale pursuant to such registration, an opinion or legal letter, dated such date, of counsel representing the Company for the purposes of such registration, addressed to the underwriters, covering such legal matters with respect to the registration in respect of which such opinion is being given as such underwriter may reasonably request and as are customarily included in such opinions, subject to customary assumptions and qualifications;

(xiv) *SEC Compliance, Earnings Statement*. Use commercially reasonable efforts to comply with all applicable rules and regulations of the SEC and make available to its shareholders, as soon as reasonably practicable, but no later than fifteen (15) months after the effective date of any Registration Statement, an earnings statement covering a period of 12 months beginning after the effective date of such Registration Statement, in a manner which satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder and which requirement will be deemed satisfied if the Company timely files complete and accurate information on Forms 10-Q and 10-K and Current Reports on Form 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(xv) *FINRA*. Cooperate with each Participating Holder and each underwriter participating in the disposition of such Registrable Securities and underwriters' counsel in connection with any filings required to be made with the FINRA;

(xvi) *Road Show.* In the event of any underwritten public offering, making appropriate officers as are reasonably requested by the managing underwriter available to participate in a customary "road show" or similar marketing effort being conducted by such underwriter with respect to such underwritten public offering;

(xvii) *Listing*. Use its commercially reasonable efforts to cause all such Registrable Securities to be listed or quoted on each securities exchange or market system on which similar securities issued by the Company are so listed or quoted (or, in the case of the IPO, to become so listed or quoted if requested);

(xviii) *Transfer Agent, Registrar and CUSIP*. Provide a transfer agent and registrar for all Registrable Securities registered pursuant hereto and a CUSIP number for all such Registrable Securities, in each case, no later than the effective date of such registration; and

(xix) *Efforts*. Use commercially reasonable efforts to take all other actions necessary to effect the registration of the Registrable Securities contemplated hereby.

(b) Seller Information. The Company may require each Participating Holder as to which any registration of such Holder's Registrable Securities is being effected to furnish to the Company such information regarding such Participating Holder and such Participating Holder's method of distribution of such Registrable Securities as the Company may from time to time reasonably request in writing or as may be required by law. If a Participating Holder refuses to provide the Company with any of such information, the Company may exclude such Participating Holder's Registrable Securities from the Registration Statement if the Company determines, based on the advice of counsel, that such information is necessary to effect the registration and such Participating Holder continues thereafter to withhold such information. The exclusion of a Participating Holder's Registrable Securities shall not affect the registration of the other Registrable Securities to be included in the Registration Statement; provided the Company will not be required to effect such registration if such Demand Registration would no longer meet any of the conditions of Section 1.2 hereof applicable to such Registration Statement.

(c) Notice to Discontinue. Each Participating Holder whose Registrable Securities are covered by a Registration Statement filed pursuant to this Agreement agrees that, upon receipt of written notice from the Company of the happening of any event of the kind described in Section 1.5(a)(v), such Participating Holder shall forthwith discontinue the disposition of Registrable Securities until such Participating Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 1.5(a)(v) or until it is advised in writing by the Company that the use of the prospectus may be resumed and has received copies of any additional or supplemental filings which are incorporated by reference into the prospectus, and, if so directed by the Company in the case of an event described in Section 1.5(a)(v), such Participating Holder shall deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Participating Holder's possession, of the prospectus covering such Registrable Securities which is current at the time of receipt of such notice. If the Company shall give any such notice, the Company shall extend the period during which such Registration Statement is to be maintained effective by the number of days during the period from and including the date of the giving of such notice pursuant to Section 1.5(a)(v) to and including the date when the Participating Holder shall have received the copies of the supplemented or amended prospectus contemplated by, and meeting the requirements of Section 1.5(a)(v).

Section 1.6 Registration Expenses and Selling Expenses. Except as otherwise provided herein, all Registration Expenses shall be borne by the Company. All Selling Expenses relating to Registrable Securities registered shall be borne by the Participating Holders of such Registrable Securities pro rata on the basis of the number of Registrable Securities sold.

Section 1.7 Indemnification.

(a) Indemnification by the Company. In the event any Registrable Securities are included in a Registration Statement, the Company will indemnify and hold harmless to the fullest extent permitted by law each Holder, its Affiliates, any underwriter and each of their respective directors, officers, employees, advisors, agents, stockholders, members, general partners and limited partners and each Person who controls (within the meaning of the Securities Act or the Exchange Act) any of such Persons (collectively, "***Company Indemnified Parties***") from and against any and all losses, claims, damages, expenses (including, without limitation, reasonable costs of investigation and fees, disbursements and other charges of counsel (subject to Section 1.7(c) below), any amounts paid in settlement effected with the Company's consent, which consent shall not be unreasonably withheld or delayed, and any costs incurred in enforcing the Company's indemnification obligations hereunder) or other liabilities (collectively, "***Losses***") to which any such Company Indemnified Party may become subject under the Securities Act, the Exchange Act, any other federal, state or foreign law or any rule or regulation promulgated thereunder, or under any common law or otherwise, insofar as such Losses (or actions or proceedings, whether commenced or threatened, in respect thereof) are resulting from or arising out of or based upon (i) any untrue, or alleged untrue, statement of a material fact contained in such Registration Statement, including any prospectus or preliminary prospectus with respect to the Registrable Securities contained therein or any amendments or supplements thereto, any free writing prospectuses with respect to such Registration Statement and the Registrable Securities or any document incorporated by reference in any of the foregoing or resulting from or arising out of or based upon any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of a prospectus, preliminary prospectus or free writing prospectus, in the light of the circumstances under which they were made), not misleading or (ii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other federal law, any state or foreign securities law, or any rule or regulation promulgated under any of the foregoing laws, relating to the offer or sale of the Registrable Securities, and in any such case the Company, subject to Section 1.7(c), will promptly reimburse each such Company Indemnified Party for any reasonable and documented legal fees and expenses and other Losses reasonably incurred in connection with investigating, preparing or defending any such claim, loss, damage, liability, action or investigation or proceeding (collectively, a "***Claim***"); provided, however, that the Company shall not be liable to any Company Indemnified Party for any Losses that result from or arise out of or are based upon any untrue statement or omission made in conformity with written information provided by, or on behalf of, a Company Indemnified Party expressly for use in the Registration Statement. Such indemnity obligation shall remain in full force and effect regardless of any investigation made by or on behalf of the Company Indemnified Parties and shall survive the transfer of Registrable Securities by such Company Indemnified Parties.

(b) Indemnification by Participating Holders. In connection with any proposed registration in which a Holder is participating pursuant to this Agreement, each such Participating Holder agrees, severally and not jointly, to indemnify and hold harmless the Company, any underwriter, their respective Affiliates and their respective directors, officers, employees, advisors, agents and stockholders, members, general partners and limited partners and each Person who controls (within the meaning of the Securities Act or the Exchange Act) the Company or any underwriter (collectively, "***Holder Indemnified Parties***") to the same extent as

the foregoing indemnity from the Company to the Holders as set forth in Section 1.7(a) (subject to the proviso to this sentence and applicable law), but only with respect to any such untrue statement or omission made in conformity with information relating to such Participating Holder furnished in writing to the Company by such Participating Holder expressly for use in such Registration Statement; provided, however, that the liability of any Participating Holder under this Section 1.7(b) shall be limited to the amount of the net proceeds (after underwriting fees, commissions or discounts) received by such Participating Holder in the sale of Registrable Securities giving rise to such liability. Such indemnity obligation shall remain in full force and effect regardless of any investigation made by or on behalf of the Holder Indemnified Parties and shall survive the transfer of Registrable Securities by such Participating Holder.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder (the "***Indemnified Party***") agrees to give prompt written notice to the indemnifying party (the "***Indemnifying Party***") after the receipt by the Indemnified Party of any written notice of the commencement of any action, suit, proceeding or investigation for which the Indemnified Party intends to claim indemnification or contribution pursuant to this Agreement; provided, however, that the failure so to notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that it may have to the Indemnified Party hereunder unless and to the extent such Indemnifying Party is materially prejudiced by such failure. If notice of commencement of any such action is given to the Indemnifying Party as above provided, the Indemnifying Party shall be entitled to participate in and, to the extent it may wish, jointly with any other Indemnifying Party similarly notified, to assume the defense of such action at its own expense, with counsel chosen by it and reasonably satisfactory to such Indemnified Party. Notwithstanding the rights of Indemnifying Parties in the prior sentence, the Indemnified Party shall have the right to employ separate counsel in any such action, and the Indemnifying Party shall bear the reasonable fees, costs and expenses of one such separate counsel for all of the Indemnified Parties if: (i) the Indemnifying Party agrees to pay the same; (ii) the Indemnifying Party fails to assume the defense of such action with counsel reasonably satisfactory to the Indemnified Party within thirty (30) days after receiving notice from such Indemnified Party that the Indemnified Party believes it has failed to do so; or (iii) the Indemnified Party reasonably believes that the joint representation of the Indemnified Party and any other party in such proceeding (including but not limited to the Indemnifying Party) would be inappropriate under applicable standards of professional conduct. In the case of clause (ii) above and (iii) above, the Indemnifying Party shall not have the right to assume the defense of such action on behalf of such Indemnified Party. No Indemnifying Party shall be liable for any settlement entered into without its written consent, which consent shall not be unreasonably withheld. No Indemnifying Party shall, without the written consent of the Indemnified Party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the Indemnified Party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (A) includes an unconditional release of the Indemnified Party from all liability arising out of such action or claim and (B) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of any Indemnified Party. The rights afforded to any Indemnified Party hereunder shall be in addition to any rights that such Indemnified Party may have at common law, by separate agreement or otherwise.

(d) Contribution. If the indemnification provided for in this Section 1.7 from the Indemnifying Party is unavailable to an Indemnified Party in respect of any Losses referred to herein, then the Indemnifying Party, in lieu of indemnifying the Indemnified Party, shall contribute to the amount paid or payable by the Indemnified Party as a result of such Losses in such proportion as is appropriate to reflect the relative faults of the Indemnifying Party and the Indemnified Party, as well as any other relevant equitable considerations. The relative faults of the Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the Indemnifying Party's and Indemnified Party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; provided, however, that the liability of any Holder under this Section 1.7(d) shall be limited to the amount of the net proceeds (after underwriting fees, commissions or discounts) received by such Holder in the sale of Registrable Securities giving rise to such liability. The amount paid or payable by a party as a result of the Losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Section 1.7(a), Section 1.7(b) and Section 1.7(c), any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 1.7(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this Section 1.7(d) from any Person who was not guilty of such fraudulent misrepresentation.

(e) The obligations of the Company and Holders under this Article I shall survive the completion of any offering of Registrable Securities pursuant to a registration statement under this Article I, and shall survive the termination of this Agreement.

Section 1.8 Rule 144 and 144A; Other Exemptions. With a view to making available to the Holders the benefits of Rule 144 and Rule 144A promulgated under the Securities Act and other rules and regulations of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration, the Company covenants that it will (i) if it is subject to the periodic reporting requirements under the Exchange Act, use commercially reasonable efforts to file in a timely manner all reports and other documents required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder and (ii) take such further action as each Holder may reasonably request (including, but not limited to, providing any information necessary to comply with Rule 144 and Rule 144A, if available with respect to resales of the Registrable Securities under the Securities Act), all to the extent required from time to time to enable such Holder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 and Rule 144A (if available with respect to resales of the Registrable Securities) under the Securities Act, as such rules may be amended from time to time. Upon the written request of a Holder, the Company shall deliver to the Holder a written statement as to whether it has complied with such requirements. In addition to the foregoing, the Company shall use its commercially reasonable efforts to assist a Holder in facilitating private sales of Registrable Securities of more than 5% of the number of shares of Common Stock

outstanding at such time by, among other things, providing officer's certificates and other customary closing documents reasonably requested by a Holder.

Section 1.9 Certain Limitations On Registration Rights. No Holder may participate in any Registration Statement hereunder involving an underwritten public offering unless such Holder completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, and other documents reasonably required under the terms of the underwriting arrangements made in connection with such Registration Statement and agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting agreement approved by the Holder or Holders entitled hereunder to approve such arrangements; provided, however, that no such Holder shall be required to make any representations or warranties to the Company or the underwriters in connection with any such registration other than representations and warranties as to (i) such Holder's ownership of its Registrable Securities to be sold or transferred and its intended method of distribution, (ii) such Holder, including such Holder's authorization, power and authority to effect such transfer, (iii) such matters pertaining to compliance with securities laws as may be reasonably requested and (iv) such other customary matters as the managing underwriter may reasonably request.

Section 1.10 Limitations on Subsequent Registration Rights. The Company represents and warrants that it has not granted registration rights prior to the date hereof that remain in effect and agrees that from and after the date of this Agreement, it shall not, without the prior written consent of a majority of the Holders of the Registrable Securities then outstanding, enter into any agreement (or amendment or waiver of the provisions of any agreement) with any holder or prospective holder of any securities of the Company of the same class as the Registrable Securities that would grant such holder (i) the right to include securities in any registration pursuant to this Agreement or (ii) registration rights that are more favorable, *pari passu* or senior to those granted to the Holders hereunder.

Section 1.11 Transfer of Registration Rights. The rights of a Holder hereunder may be transferred or assigned in connection with any transfer of Registrable Securities if (i) such transfer is permitted under or accomplished in accordance with the requirements set forth in the Company's Certificate of Incorporation and Bylaws, (ii) the transferee or assignee beneficially owns at least [NUMBER][2] shares of Registrable Securities and becomes a party to this Agreement and (iii) the Company is given written notice by such Holder of such transfer or assignment, stating the name and address of the transferee or assignee and identifying the Registrable Securities with respect to which such rights are being transferred or assigned; provided that the rights and obligations that are assigned shall apply only to the Registrable Securities sold or transferred by a Holder, including any shares issued in respect of such Registrable Securities pursuant to clause (b) of the definition of "Registrable Securities," but expressly excluding any other securities of the Company acquired by such assignee, including without limitation, pursuant to clause (a) of such definition.

Section 1.12 Parties to Agreement. The parties to this Agreement shall be (i) the Company, (ii) any Person who, together with its Affiliates, receives at least [NUMBER][3] shares

[2] Such number to represent 2% of the outstanding Common Stock at the Equity Transfer Date.

[3] Such number to represent 2% of the outstanding Common Stock at the Equity Transfer Date.

of Registrable Securities on the Equity Transfer Date pursuant to the terms of the Plan (who shall be automatically deemed to be party to this Agreement upon such acquisition) and (iii) any Person who is a permitted transferee of Registrable Securities pursuant to Section 1.11 hereof that (A) provides written notice of its election to become a party to this Agreement to the Company in accordance with Section 2.3 hereof within 30 days after the date of any transfer pursuant to Section 1.11, and (B) in connection therewith promptly executes and returns to the Company a counterpart signature page to this Agreement. The Company shall furnish, without charge, to each Person referred to in the immediately preceding sentence a copy of this Agreement upon written request to the Company in accordance with Section 2.3 hereof.

Section 1.13 Number of Registrable Securities Outstanding. In order to determine the number of Registrable Securities outstanding at any time, upon the written request of the Company to the Holders, each Holder shall promptly inform the Company of the number of Registrable Securities that such Holder owns, and the Company may conclusively rely upon any such information provided under this Agreement for the purpose of determining the number of such Registrable Securities.

ARTICLE II.

GENERAL PROVISIONS

Section 2.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties in respect of the subject matter hereof and supersedes all prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

Section 2.2 Assignment; Binding Effect. No party may assign either this Agreement or any of its rights, interests or obligations hereunder (i) without the prior written approval of the other parties or (ii) except in accordance with the express provisions of this Agreement. All of the terms, agreements, covenants, representations, warranties and conditions of this Agreement are binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and permitted assigns.

Section 2.3 Notices. All notices, requests and other communications provided for or permitted to be given under this Agreement must be in writing and be given by personal delivery, by certified or registered United States mail (postage prepaid, return receipt requested), by a nationally recognized overnight delivery service for next day delivery, by facsimile transmission or e-mail, as follows (or to such other address as any party may give in a notice given in accordance with the provisions hereof):

If to any Holder, at its last known address appearing on the books of the Company maintained for such purpose.

If to the Company, at

[INSERT]

[INSERT]
[INSERT]
Telephone: [INSERT]
Facsimile: [INSERT]
E-mail: [INSERT]
Attention: [INSERT]

All notices, requests or other communications will be effective and deemed given only as follows: (i) if given by personal delivery, upon such personal delivery, (ii) if sent by certified or registered mail, on the fifth business day after being deposited in the United States mail, (iii) if sent for next day delivery by overnight delivery service, on the date of delivery as confirmed by written confirmation of delivery, (iv) if sent by facsimile or e-mail, upon the transmitter's confirmation of receipt of such facsimile or e-mail transmission, as applicable, except that if such confirmation is received after 5:00 p.m. (in the recipient's time zone) on a business day, or is received on a day that is not a business day, then such notice, request or communication will not be deemed effective or given until the next succeeding business day. Notices, requests and other communications sent in any other manner, including by electronic mail, will not be effective.

Section 2.4 Specific Performance; Remedies. Each party acknowledges and agrees that the other parties would be damaged irreparably if any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached and the Company agrees that it shall not oppose any such demand for specific performance on the basis that monetary damages are available. Accordingly, the parties will be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and its provisions in any action or proceeding instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity. Except as expressly provided herein, the rights, obligations and remedies created by this Agreement are cumulative and in addition to any other rights, obligations or remedies otherwise available at law or in equity. Except as expressly provided herein, nothing herein will be considered an election of remedies.

Section 2.5 Submission to Jurisdiction; Waiver of Jury Trial.

(a) Submission to Jurisdiction. Any action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall only be brought in any federal court located in the State of New York or any New York state court, and each party consents to the exclusive jurisdiction and venue of such courts (and of the appropriate appellate courts therefrom) in any such action, suit or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such, action, suit or proceeding in any such court or that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such action, suit or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

(b) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY DISPUTE THAT MAY ARISE OUT OF OR RELATING TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE SUCH PARTY HEREBY EXPRESSLY WAIVES ITS RIGHT TO JURY TRIAL OF ANY DISPUTE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OTHER AGREEMENTS RELATING HERETO OR ANY DEALINGS AMONG THEM RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY. THE SCOPE OF THIS WAIVER IS INTENDED TO ENCOMPASS ANY AND ALL ACTIONS, SUITS AND PROCEEDINGS THAT RELATE TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY REPRESENTS THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT IN THE EVENT OF ANY ACTION, SUIT OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) SUCH PARTY UNDERSTANDS AND WITH THE ADVICE OF COUNSEL HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND REPRESENTATIONS IN THIS SECTION 2.5(b).

Section 2.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York.

Section 2.7 Headings. The article and section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

Section 2.8 Amendments; Waivers. An amendment, modification or waiver to any provision of this Agreement will require the written consent of the Company and the holders of a majority of the Registrable Securities outstanding on the date of such amendment, modification or amendment, except in the case of any amendment, modification or waiver of any warranty, covenant, obligation or other provision of this Agreement relating only to a particular Registration Statement which has been filed with the SEC, which will require the written consent of Holders representing a Majority in Interest of Participating Holders relating to that Registration Statement.

No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, may be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising because of any such prior or subsequent occurrence. Neither the failure nor any delay on the part of any party to exercise any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of the same or of any other right or remedy.

Section 2.9 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or

enforceability of the other provisions hereof; provided, that if any provision of this Agreement, as applied to any party or to any circumstance, is judicially determined not to be enforceable in accordance with its terms, the parties agree that the court judicially making such determination may modify the provision in a manner consistent with its objectives such that it is enforceable, and/or to delete specific words or phrases, and in its modified form, such provision will then be enforceable and will be enforced.

Section 2.10 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

Section 2.11 Construction. This Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of this Agreement. Any reference to any law will be deemed to refer to such law as in effect on the date hereof and all rules and regulations promulgated thereunder, unless the context requires otherwise. The words "include," "includes," and "including" will be deemed to be followed by "without limitation." Pronouns in masculine, feminine, and neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. The words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The parties intend that each representation, warranty, and covenant contained herein will have independent significance. If any party has breached any covenant contained herein in any respect, the fact that there exists another covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached will not detract from or mitigate the fact that the party is in breach of the first covenant.

Section 2.12 Adjustments for Stock Splits, Etc. Wherever in this Agreement there is a reference to a specific number of shares of the Company's capital stock of any class or series, then, upon the occurrence of any subdivision, combination or stock dividend of such class or series of stock, the specific number of shares so referenced in this Agreement will automatically be proportionally adjusted to reflect the effect of such subdivision, combination or stock dividend on the outstanding shares of such class or series of stock.

Section 2.13 Aggregation of Stock. All shares of Registrable Securities owned or acquired by any Holder or its Affiliated entities or persons (assuming full conversion, exchange and exercise of all convertible, exchangeable and exercisable securities into Registrable Securities) shall be aggregated together for the purpose of determining the availability of any right under this Agreement, and for purposes concerning any underwriting cutback provision in Section 1.2(c)(ii) or Section 1.3(c), any such Holder and its Affiliates shall be deemed to be a single Participating Holder, and any proportionate reduction with respect to such "Participating Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "Participating Holder."

Section 2.14 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the parties hereto (including any future parties pursuant to Section 1.12) and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

[SIGNATURE PAGES FOLLOW]

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

COMPANY: [New Millennium Holdco, Inc.]

By:_____
Name:
Title:

HOLDER:

[HOLDER]

By:_____
Name:
Title:

EXHIBIT G

AMENDED AND RESTATED OPERATING AGREEMENT
OF
NEW MILLENNIUM HEALTH, LLC
a Delaware Limited Liability Company

This Amended and Restated Operating Agreement (this "**Agreement**") of NEW MILLENNIUM HEALTH, LLC, a Delaware limited liability company (the "**Company**"), effective as of the Equity Transfer Date (as defined below), is entered into by and between the Company and NEW MILLENNIUM HOLDCO, INC., a Delaware corporation, as the sole member of the Company (the "**Member**").

BACKGROUND

On December 19, 2007, the Company incorporated as Millennium Laboratories, Inc., a California corporation.

On April 11, 2014, the Company converted into Millennium Laboratories, LLC, a California limited liability company (the "**California Company**") pursuant to, and in accordance with, California Corporations Code Sections 1150 et seq., such conversion having been effective upon the filing of the Articles of Organization - Conversion, attached hereto as Exhibit A, (the "**Articles**") with the Secretary of State of the State of California.

On August 15, 2014, the Company changed its name from "Millennium Laboratories, LLC" to "Millennium Health, LLC".

In connection with a reorganization transaction, on [_____] (the "**Equity Transfer Date**"), the Company converted from Millennium Health, LLC, a California limited liability company, into a Delaware limited liability company pursuant to, and in accordance with, the California Revised Uniform Limited Liability Company Act, California Corporations Code, Section 17710 et seq., such conversion having been effective upon the filing of the Certificate of Conversion with the Secretary of State of the State of California and the filing of the Certificate of Conversion and Certificate of Formation with the Secretary of State of the State of Delaware, attached hereto as Exhibit B, (collectively, the "**Conversion Certificate**").

ARTICLE I
Formation

1.1 **Formation**. Effective as of the filing of the Conversion Certificate of the Company on [_____], the Company constitutes a limited liability company formed pursuant to the Delaware Limited Liability Company Act, as amended (the "**Act**"). The Member shall file or cause to be filed all certificates or documents as may be necessary or appropriate for the formation, continuation, qualification and operation of a limited liability company in the State of Delaware, and any other state in which the Company may elect to do business. To the extent that it is determined to be necessary or appropriate, the Member shall do all things to maintain the Company as a limited liability company under the laws of the State of Delaware and any other state in which the Company may elect to do business.

ARTICLE II
General Provisions

2.1 **Name**. The name of the Company shall be "New Millennium Health, LLC," or such other name as the Member from time to time shall select.

2.2 **Principal Office and Place of Business**. The principal office and place of business of the Company shall be located at such place as the Member from time to time shall determine.

2.3 **Company Purposes**. The purpose for which the Company has been formed is to engage in any lawful act or activity for which limited liability companies may be formed under the Act, as determined by the Member from time to time.

2.4 **Term**. The term of the Company as a limited liability company, notwithstanding the date of its formation as a corporation and the date of its conversion to a California limited liability company, shall commence on the filing of the Certificate of Formation of the Company with the Secretary of State of the State of Delaware, and shall be perpetual until dissolved in accordance with Section 10.1 of this Agreement. None of the events described in Section 18-304 of the Act shall cause the Member to cease to be a member of the Company and, upon the occurrence of such event, the Company shall continue without dissolution.

2.5 **Agent for Service of Process**. The Agent for Service of Process for the Company shall be Capitol Services, Inc., 1675 South State Street, Suite B in the City of Dover, County of Kent, State of Delaware or such other person as the Member shall appoint from time to time.

2.6 **Members**.

(a) Initial Member. The name and the business, residence, or mailing address of the sole Member are reflected on Exhibit C, as may be amended from time to time.

(b) Percentage Interest. The Member owns one hundred percent (100%) of the interest in the Company.

(c) Additional Members. One or more additional members may be admitted to the Company with the consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

2.7 **Certification of Interests**. The Company shall maintain records for the purposes of registering the transfer of the membership interests in the Company. Each membership interest in the Company shall constitute a 'security' within the meaning of, and governed by (i) Article 8 of the Uniform Commercial Code (including Section 8-102(a)(15) thereof) as in effect from time to time in the State of Delaware, and (ii) Article 8 of the Uniform Commercial Code of any other applicable jurisdiction that now or hereafter substantially includes the 1994

revisions to Article 8 thereof as adopted by the American Law Institute and National Conference of Commissioners on Uniform State Laws and approved by the American Bar Association on February 14, 1995. Each membership interest shall be certificated in the form approved by the Member, and each such certificate shall be executed by manual or facsimile signature of an Officer on behalf of the Company.

ARTICLE III
Capital Contributions

3.1 **Initial Capital Contributions by the Member**. The Member has previously contributed to the capital of the Company such amounts as are reflected in the books and records of the Company.

3.2 **Additional Capital Contributions**. The Member shall not have any obligation to advance any additional funds or other property to the Company (either as a loan or capital contribution).

ARTICLE IV
Distributions

4.1 **Distributions**. At such times as determined by the Member, the Member shall cause the Company to distribute to the Member any cash or property held by it that is neither reasonably necessary for the operation of the Company nor in violation of the Act. The Member shall be liable to the Company for distributions made pursuant to this Section 4.1 only to the extent now or hereafter provided by the Act.

4.2 **Return of Capital**. The Member shall not be entitled to the return of, or interest on, the Member's capital contributions except as provided herein.

ARTICLE V
Tax Status; Profits and Losses

5.1 **Tax Status; Profits and Losses.** The Company shall be treated as a disregarded entity for federal income tax purposes. All profits and losses of the Company shall be allocated to the Member. The Member shall not be liable for any debts or losses of the Company beyond the aggregate amount of its capital contribution, except as otherwise required by law.

ARTICLE VI
Management of the Company

6.1 **Management**. The management of the Company shall be retained by the Member.

6.2 **Rights and Powers of the Member**.

(a) Rights of the Member. The Member shall have full, exclusive and complete power to manage and control the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member,

following the approval of such action by the board of directors of the Member, shall constitute the act of and serve to bind the Company. The Member shall have all of the rights and powers provided to a member of a member-managed limited liability company by law, including the power and authority to execute instruments and documents, to mortgage or dispose of any real property held in the name of the Company, and to take any other actions on behalf of the Company, whether or not such actions are for carrying on the business of the Company in its usual way.

(b) Title to Property. Title to any property (whether real, personal or mixed) owned by or leased to the Company shall be held in the name of the Company, or in the name of any nominee the Member may in its sole discretion designate.

(c) Reliance by Third Parties. A third party shall be entitled to rely on all actions of the Member as actions of the Company. Every instrument purporting to be the action of the Company and executed by the Member shall be conclusive evidence in favor of any person relying thereon or claiming thereunder that, at the time of delivery thereof, this Agreement was in full force and effect and that the execution and delivery of that instrument is duly authorized by such Member and the Company.

(d) Election of Officers; Delegation of Authority. The Member may appoint, employ or otherwise contract with any persons or entities for the transaction of the business of the Company or the performances of services for or on behalf of the Company, and the Member may delegate to any such person (who may be designated an officer of the Company) or entity such authority to act on behalf of the Company as the Member may from time to time deem appropriate. Each such designated officer (an "**Officer**") (i) shall have the powers associated with the same office of a Delaware corporation (and such additional or different powers as may be designated by the Member from time to time), subject to Section 6.3 below and (ii) shall hold office until his or her resignation or his or her removal, with or without cause, by the Member. Notwithstanding any other provision hereof, any Officer of the Company will constitute an authorized signatory to execute any instrument, agreement, certificate, filing or other document for and on behalf of the Company, provided that any such document has been approved, orally or in writing, in advance by the Member. Such execution by any Officer as an authorized signatory shall be deemed to constitute and evidence the approval of the same by the Member and shall bind the Company and no third party dealing with the Company shall have any obligation to inquire into the power and authority of any such Officer acting on behalf of the Company. The taking of any lawful action by the Member on behalf of the Company, including the execution and/or delivery of any instrument, agreement, filing or other document by the Member on behalf of the Company, or the adoption by the Member of authorizing resolutions with respect to any matter, shall constitute and evidence that due authorization of such action or matter on behalf of the Company. No member other than the Member shall have any authority to act for or bind the Company or otherwise take part in the management of the business or affairs of the Company, except pursuant to delegated authority from the Member; provided that a member shall have the right to vote on or approve the actions specified in the Act (or hereafter specified by the Member) to be voted on or consented to by the members.

6.3 **Matters Reserved to the Member**. Despite the foregoing, no Officer shall be authorized to take any of the following actions, without the Member's prior written consent, such actions otherwise being within the sole and exclusive authority of the Member:

(a) Selling, conveying, assigning, transferring, pledging or otherwise disposing of all or a portion of any Company property other than in the ordinary course of the Company's business;

(b) Incurring any lease, conveyance, mortgage or other indebtedness of the Company or incurring any indebtedness of the Company, or guaranteeing the obligations of another;

(c) Changing any of the Company's purposes;

(d) Using the Company's funds or capital in any way other than for the identified business and purpose of the Company;

(e) Commingling any Company funds or capital with the funds of any other person;

(f) Confessing a judgment against the Company or the Company's assets;

(g) Filing a voluntary petition on behalf of the Company seeking protection under the United States Bankruptcy Code or debtor relief or insolvency laws of any jurisdiction;

(h) Making an assignment of the Company's assets for the benefit of creditors, or appointing (or consenting to the appointment of) a receiver for the assets of the Company for the benefit of creditors;

(i) Amending the Company's Conversion Certificate, Certificate of Formation or Articles;

(j) Altering, amending or repealing this Agreement, in whole or in part, including Annex A hereto, or adopting any new operating agreement;

(k) Issuing any membership interests, equity rights, warrants, options, convertible securities in the Company;

(l) Making any distributions;

(m) Approving any grant of indemnification or advancement of expenses and entering into or modifying any agreements pertaining thereto, pursuant to Section 6.5 or otherwise; or

(n) Agreeing to take any of the foregoing actions.

6.4 **Indemnification of Member**. To the fullest extent permitted by the Act and this Section 6.4, the Company shall indemnify, defend, and hold harmless the Member for, from and

against any liability, damage, cost, expense, loss, claim, judgment, penalty, fine, action or settlement of any kind or nature whatsoever (including all attorneys' fees, costs and expenses of defense, appeal and settlement of any proceedings instituted against the Member) that in any way relates to or arises out of, or is alleged to relate to or arise out of, any action or inaction on the part of the Company or the Member acting on behalf of the Company, including without limitation with respect to the conversion, formation, operation or termination of the Company, and the Company shall advance expenses to the Member in connection therewith as the Member may so determine.

6.5 **Indemnification of Others.**

(a) The Company shall indemnify and advance expenses to any person who from and after the Equity Transfer Date (i) is an officer of the Company or (ii) becomes a former officer of the Company, in each case in connection with any action, suit or proceeding that relates to or arises from any action or inaction by the Company or any such person from and after the Equity Transfer Date, solely in accordance with and pursuant to the terms of the Indemnification Agreement in the form attached hereto as Annex A (the "**Indemnification Agreement**") the terms and conditions of which are incorporated by reference herein as if fully set forth herein. Without any further action, each of the Company, on the one hand, and each officer of the Company, on the other hand, shall be deemed to have executed the Indemnification Agreement as of the effective date of such officer's due appointment as such, and no additional action or approval shall be required by either the Company, on the one hand, or any such officer, on the other hand, to be entitled to the rights provided by, and to be subject to the obligations under, such Indemnification Agreement.

(b) The Company may, to the extent authorized from time to time by the Member, provide rights to indemnification and/or to the advancement of expenses to any person who from and after the Equity Transfer Date (i) is an employee or agent of the Company or (ii) becomes a former employee or agent of the Company, in each case in connection with any action, suit or proceeding that relates to or arises from any action or inaction by the Company or any such person from and after the Equity Transfer Date

(c) The Company may purchase and maintain insurance on behalf of any person who from and after the Equity Transfer Date (i) is a director, officer, employee or agent of the Member or the Company or (ii) becomes a former director, officer, employee or agent of the Member or the Company, in each case, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, that relates to or arises from any action or inaction by the Member or the Company or any such person from and after the Equity Transfer Date, whether or not the Company would have the power to indemnify such person against such liability under the provisions of this Section 6.5.

6.6 **Indemnification for Prior Acts**. In addition to and without limitation of their entitlement to indemnification to the extent provided by Section 6.5 hereof, solely with respect to the Covered Officers, each Covered Officer shall continue to be entitled to indemnification with respect to claims and proceedings that relate to or arise from any Prior Acts solely pursuant to (i) the Hardaway Employment Agreement with respect to Mr. Hardaway and (ii) the Price Employment Agreement with respect to Mr. Price. Other than as provided in the foregoing

sentence, the Covered Officers shall have no other entitlement or rights to indemnification with respect to claims and proceedings that relate to or arise from Prior Acts, and the Company shall have no other obligations with respect thereto. For purposes of this Section 6.6, the following terms shall have the indicated meanings:

(a) "**Covered Officer**" shall mean each of (i) Mr. William Brock Hardaway, who served the Company as its Chief Executive Officer prior to the Equity Transfer Date and who, effective as of the Equity Transfer Date, will serve the Company as its Chief Executive Officer pursuant to the Hardaway Employment Agreement and (ii) Mr. Martin Price, who served the Company as its General Counsel prior to the Equity Transfer Date and who, effective as of the Equity Transfer Date, will serve the Company as its General Counsel pursuant to the Price Employment Agreement.

(b) "**Hardaway Employment Agreement**" shall mean that certain Employment Agreement between the Company and Mr. Hardaway effective as of the Equity Transfer Date.

(c) "**Price Employment Agreement**" shall mean that certain Employment Agreement between the Company and Mr. Price effective as of the Equity Transfer Date.

(d) "**Prior Acts**" shall mean, with respect to each Covered Officer, any action or inaction on the part of the Company or such Covered Officer occurring prior to the Equity Transfer Date.

6.7 **Reimbursable Expenses**. The Company will reimburse the Member for all actual out-of-pocket third-party expenses incurred in connection with the carrying out of the duties set forth in this Agreement.

ARTICLE VII
The Member

7.1 **Meetings of the Member**. Meetings of the Member shall be held on the call of the Member without the requirement of notice. The Member may act without a meeting if the action taken is reduced to writing (either prior to or thereafter) and approved and signed by the Member. Written minutes shall be taken at each meeting of the Member; however, any action taken or matter agreed upon by the Member shall be deemed final, whether or not written minutes are prepared or finalized.

7.2 **Limitation of Liability**. To the fullest extent permitted under the Act or any other applicable law, the Member shall not be liable for any debts, obligations or liabilities of the Company, whether arising in tort, contract or otherwise, solely by reason of being a Member.

ARTICLE VIII
Books, Records, Reports and Accounting

8.1 **Records**. The Member shall keep or cause to be kept at the principal office of the Company the following: (a) a current list of the full name and last known business, residence or mailing address of each Member, (b) a copy of the initial Articles and all conversions or

amendments thereto, (c) copies of all written operating agreements and all amendments to the agreements, including any prior written operating agreements no longer in effect, (d) copies of any written and signed promises by the Member to make capital contributions to the Company, (e) copies of the Company's federal, state and local income tax returns and reports, if any, for the seven most recent years, (f) copies of any prepared financial statements of the Company for the seven most recent years and (g) minutes of every meeting of the Member as well as any written consents of Member or actions taken by Member without a meeting. Any such records maintained by the Company may be kept on or be in the form of any information storage device, provided that the records so kept are convertible into legible written form within a reasonable period of time.

8.2 **Fiscal Year and Accounting**. The fiscal year of the Company shall end on December 31 of each year. All decisions as to other accounting matters, except as specifically provided to the contrary herein, shall be made by the Member.

8.3 **Preparation of Tax Returns**. The Member shall arrange for the preparation and timely filing of all returns of the Company for federal and state income tax purposes and shall cause to be furnished to the Member the tax information reasonably required for federal and state income tax reporting purposes. The classification, realization and recognition of income, gain, losses and deductions and other items, for federal income tax purposes, shall be on that method of accounting as the Member shall determine in its sole discretion.

8.4 **Tax Elections**. The Member may in its discretion and in accordance with the terms of this Agreement determine whether to make any available elections pursuant to the Internal Revenue Code of 1986, as amended.

ARTICLE IX
Transfers and Resignation

9.1 **Transfers**. The Member may make any transfer of all or any portion of its membership interest in the Company. The transferee of any membership interests shall be admitted to the Company as a member of the Company on the effective date of such transfer (i) upon such transferee's written acceptance of the terms and provision of this Agreement, as amended and its written assumption of the obligations hereunder of the transferor of the membership interests, and (ii) the recording of such transferee's name and address on Exhibit C hereto.

9.2 **Resignation**. The Member may resign from the Company at any time.

ARTICLE X
Liquidation and Winding Up

10.1 **Dissolution**. The Company shall dissolve only upon:

(a) the written consent of the Member;

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

(c) any other event or circumstance giving rise to the dissolution of the Company under the Act, unless the Company's existence is continued pursuant to the Act.

10.2 **Liquidation**. Upon dissolution of the Company, unless continued in accordance with Section 10.1(c) hereof, it shall be wound up and liquidated as rapidly as business circumstances permit, the Member shall act as the liquidating trustee, and the assets of the Company shall be liquidated and the proceeds thereof shall be paid (to the extent permitted by applicable law) in the following order:

(a) first, to creditors, including Members that are creditors, in the order of priority as required by applicable law;

(b) second, to a reserve for contingent liabilities to be distributed at the time and in the manner as the liquidating trustee determines in its discretion; and

(c) third, to the Member.

10.3 **Reasonable Time for Winding Up**. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Section 10.2 in order to minimize any losses otherwise related to that winding up.

10.4 **Filing Upon Dissolution**. As soon as possible following the dissolution of the Company, if the Company is not continued pursuant to Section 10.1(c) hereof, the Member shall execute and file a Certificate of Cancellation with the Secretary of State of the State of Delaware, if required by the Act. Upon the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until the Certificate of Cancellation has been filed with the Secretary of State of the State of Delaware as required by the Act or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

ARTICLE XI
Miscellaneous

11.1 **Governing Law**. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Delaware, and specifically the Act, exclusive of its conflict-of-laws principles.

11.2 **Notices**. Notices shall be delivered either by private messenger service, facsimile transmission, or by private or governmental mail. Any notice or document required or permitted hereunder to a Member shall be in writing and shall be deemed to be given on the date received by the Member; provided, however, that all notices and documents mailed to a Member in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Member at its respective address as shown in the records of the Company, shall be deemed to have been received five days after mailing. The address of the Member shall for all purposes be as set forth on the signature page hereto unless otherwise changed by the Member.

11.3 **Severability**. If any provision of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.

11.4 **Binding Effect**. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the Member and its respective successors and assigns.

11.5 **Titles and Captions**. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not a part of the context hereof.

11.6 **Pronouns and Plurals**. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the appropriate person(s) may require.

11.7 **No Third Party Rights**. This Agreement is intended to create enforceable rights for the party hereto only, and, except as expressly provided herein (including in Section 6.5 and 6.6), creates no rights in, or obligations to, any other persons whatsoever.

11.8 **Time is of the Essence**. Time is of the essence in the performance of each and every obligation herein imposed.

11.9 **Further Assurances**. The party hereto shall execute all further instruments and perform all acts which are or may become necessary to effectuate and to carry on the business contemplated by this Agreement.

11.10 **Schedules Included in Exhibits; Incorporation by Reference**. Any reference to an Exhibit to this Agreement contained herein shall be deemed to include any Schedules to such Exhibit. Each of the Exhibits referred to in this Agreement, and each Schedule to such Exhibits, is hereby incorporated by reference in this Agreement as if such Schedules and Exhibits were set out in full in the text of this Agreement.

11.11 **Amendments**. This Agreement may not be amended except by the Member.

11.12 **Creditors**. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company.

11.13 **Entire Agreement**. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior operating agreements (as the same may have been amended to date), whether written or oral, and understandings relating to such subject matter. Any and all prior operating agreements, including without limitation that certain Operating Agreement of Millennium Health, LLC, a California limited liability company, effective as of April 11, 2014 (as the same may have been amended to date), have been integrated as deemed appropriate into this Agreement and are terminated and superseded by this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the day and year first above written.

COMPANY:

NEW MILLENNIUM HEALTH, LLC,
a Delaware limited liability company

By: NEW MILLENNIUM HOLDCO, INC.,
a Delaware corporation, its Sole Member

By: _____
Name:
Title:

MEMBER:

NEW MILLENNIUM HOLDCO, INC.,
a Delaware corporation

By: _____
Name:
Title:

Exhibit A

Articles of Organization - Conversion

[See attached.]

D1235619

LLC-1A File # 201410110425

State of California
Secretary of State
3070734 out

Limited Liability Company
Articles of Organization - Conversion

FILED
Secretary of State
State of California
APR 11 2014

IMPORTANT — Read all instructions before completing this form.

10 cc This Space For Filing Use Only

Converted Entity Information

1. Name of Limited Liability Company (The name must include the words Limited Liability Company or the abbreviations LLC or L.L.C. The words Limited and Company may be abbreviated to Ltd. and Co., respectively.)
   Millennium Laboratories, LLC
2. The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.
3. The limited liability company will be managed by (check only one):
   ☐ One Manager ☐ More Than One Manager ☑ All Limited Liability Company Member(s)
4. Initial Street Address of Limited Liability Company's Designated Office in CA — City: 16981 Via Tazon, San Diego — State: CA — Zip Code: 92127
5. Initial Mailing Address of Limited Liability Company, if different from Item 4 — City — State — Zip Code

6. Name of Initial Agent For Service of Process (Item 6: List a California resident or a California registered corporate agent that agrees to be your initial agent for service of process in case the LLC is sued. You may list any adult who lives in California. You may not list an LLC as the agent. Item 7: If the agent is an individual, list the agent's business or residential street address in California. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file. Item 8: If the converting entity is a CA limited partnership, enter the mailing address of the agent, if different from Item 7, or if the agent is a California registered corporate agent.)
   Capitol Corporate Services, Inc.
7. If an individual, Street Address of Agent for Service of Process in CA — City — State: CA — Zip Code
8. Mailing Address of Agent for Service of Process — City — State — Zip Code

Converting Entity Information

9. Name of Converting Entity
   Millennium Laboratories, Inc.
10. Form of Entity: Corporation
11. Jurisdiction: California
12. CA Secretary of State File Number, if any: C3070736
13. The principal terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required. If a vote was required, the following was required for each class:
    The class and number of outstanding interests entitled to vote: Common Stock, 566,670 Outstanding Shares
    AND
    The percentage vote required of each class: More than 51%

Additional Information

14. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made part of this certificate.
15. I certify under penalty of perjury that the contents of this document are true. I declare I am the person who executed this instrument, which execution is my act and deed.

Signature of Authorized Person — Howard Appel, President
Type or Print Name and Title of Authorized Person

Signature of Authorized Person — Heidi Smith, Secretary
Type or Print Name and Title of Authorized Person

LLC-1A (REV 01/2014) APPROVED BY SECRETARY OF STATE

I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

APR 11 2014

Date: _____

Debra Bowen

DEBRA BOWEN, Secretary of State

Exhibit B

Certificates of Conversion

[See attached.]

Exhibit C
As of [_____]

Member

The name and the business, residence, or mailing address of the sole Member are as follows:

Name	Address
New Millennium Holdco, Inc.	[_____]

Annex A

Indemnification Agreement

[See attached.]