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

FORM 8-K

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

Date of Report (Date of Earliest Event Reported): April 1, 2016

HENNESSY CAPITAL ACQUISITION CORP. II

(Exact name of registrant as specified in its charter)

Delaware	**001-37509**	**47-3913221**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

700 Louisiana Street, Suite 900 **Houston, Texas**	**77002**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: **(713) 300-8242**

Not Applicable
(Former Name or Former Address, If Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

Item 1.01 Entry Into A Material Definitive Agreement.

Merger Agreement

On April 1, 2016, Hennessy Capital Acquisition Corp. II (the "Company") entered into an Agreement and Plan of Merger (the "Merger Agreement") with USI Senior Holdings, Inc. ("USI Parent"), HCAC II, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Merger Sub"), and North American Direct Investment Holdings, LLC, solely in its capacity as the Stockholder Representative.

The Merger Agreement provides for the acquisition by the Company of all of the outstanding capital stock of USI Parent, which, through its subsidiaries (together with USI Parent, "USI"), conducts its business under the "United Subcontractors, Inc." name, through the merger of Merger Sub with and into USI Parent, with USI Parent surviving such merger as a direct wholly-owned subsidiary of the Company (the "Business Combination").

Merger Consideration

Pursuant to the Merger Agreement, the aggregate merger consideration for the Business Combination is $348.5 million, subject to certain adjustments set forth in the Merger Agreement for USI's cash, indebtedness, working capital and certain unpaid transaction expenses and potential increase for certain "permitted acquisitions" (as described therein), if any, consummated by USI prior to the closing of the Business Combination (the "Total Merger Consideration"). The Company will pay the Total Merger Consideration partially in cash (the "Cash Consideration") and partially in newly issued shares of the Company's common stock. Pursuant to the Merger Agreement, upon the effectiveness of the merger, each share of USI Parent common stock (including restricted stock) then outstanding will be converted into the right to receive cash and Company common stock and each share of USI Parent preferred stock then outstanding will be converted into the right to receive an amount in cash, without interest, equal to the liquidation value of $30.00 per share of such preferred stock. The shares of Company common stock to be issued in the Business Combination pursuant to the Merger Agreement will be valued at $10.00 per share.

The Cash Consideration will be funded through a combination of (i) cash held in the Company's trust account after redemptions (as described herein), (ii) the proceeds (expected to be $100.0 million) from a new term loan credit facility (described further below under "Debt Commitment Letters") which the Company expects to enter into in connection with the consummation of the Business Combination (the "Debt Financing"), and (iii) the net proceeds, if any, received by the Company from the potential sale (at the Company's option) of the Company's convertible preferred stock in a private placement to one or more institutional investors in an amount of up to $35.0 million and any other issuance, sale and delivery of the Company's equity securities pursuant to the Merger Agreement or as otherwise approved by USI Parent (the sum of clauses (i), (ii) and (iii) being referred to herein as the "Aggregate Cash Amount").

Redemption Offer

Pursuant to the Company's amended and restated certificate of incorporation and in accordance with the terms of the Merger Agreement, the Company will be providing its public stockholders with the opportunity to redeem, upon the closing of the Business Combination, their shares of Company common stock for cash equal to their pro rata share of the aggregate amount on deposit as of two (2) business days prior to the consummation of the Business Combination in the Company's trust account (which holds the proceeds of the Company's initial public offering (the "IPO"), less taxes payable or amounts released to the Company for working capital) (the "Redemption Offer"). For illustrative purposes, based on funds in the trust account of approximately $199.7 million on December 31, 2015, the estimated per share redemption price would have been approximately $10.00.

Representations, Warranties and Covenants

Under the Merger Agreement, USI Parent, on the one hand, and the Company, on the other hand, each made customary representations, warranties and covenants for transactions of this nature. Except for certain representations made by USI Parent relating to its capitalization (which survive for a period of one year after the closing of the Business Combination) and certain indemnification obligations of the Company relating to certain indemnitees of USI, the representations and warranties made by USI Parent and the Company to each other in the Merger Agreement will not survive the consummation of the Business Combination.

Registration Rights

Pursuant to the Merger Agreement, the Company is obligated to file a resale shelf registration statement under the Securities Act of 1933, as amended (the "Securities Act"), to register the shares of Company common stock to be issued to existing USI stockholders in the Business Combination and use reasonable best efforts to cause such registration statement to become effective by or on the 180th day following the closing of the Business Combination, subject to certain limitations and conditions set forth in the Merger Agreement.

Conditions to Consummation of the Business Combination

Consummation of the transactions contemplated by the Merger Agreement is subject to customary conditions of the respective parties, including the approval of the Merger Agreement and Business Combination by the Company's stockholders and the completion of the Redemption Offer. Each redemption of public shares by the Company's public stockholders will decrease the amount in the Company's trust account, which held approximately $199.7 million on December 31, 2015. If the Aggregate Cash Amount (after payment of the Company's transaction expenses, excluding the commitment and closing fees relating to the Debt Financing and the ABL Facility described below and USI's expenses incurred in connection with the preparation of the Company's proxy statement and special meeting of the Company's stockholders in connection with the Business Combination) is less than $279.599 million at closing, USI may, at its option, elect to not consummate the Business Combination.

In addition, the closing of the Business Combination is subject to the fulfillment of other closing conditions, including, among others: (i) that all applicable waiting periods and any extensions thereof under applicable antitrust, competition or similar laws have expired or been terminated; (ii) the shares of Company common stock to be issued in the Business Combination having been listed on the NASDAQ Capital Market; (iii) the approval and election, or appointment, effective as of the closing of the Business Combination, to the Company's board of directors of L. William Varner, Jr., Chief Executive Officer of USI, and an additional designee selected by USI, subject to the Company's approval (not to be unreasonably withheld), and notified by USI to the Company within thirty (30) days of the date of the Merger Agreement, and the Company having offered each director designee the opportunity to enter into an agreement for indemnification (in addition to the indemnification provided for in the Company's governing documents), effective as of the closing of the Business Combination; (iv) the Company having at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Securities Exchange Act of 1934, as amended) remaining after the closing of the Redemption Offer; and (v) the Debt Financing having been funded pursuant to the Debt Commitment Letters.

Termination

The Merger Agreement may be terminated under certain customary and limited circumstances at any time prior to closing, including by either party if the transactions contemplated by the Merger Agreement have not been completed by August 12, 2016; provided that the party seeking to terminate shall not have breached in any material respect its obligations in any manner that has proximately caused the failure to consummate the Business Combination. If the Merger Agreement is validly terminated, no party thereto will have any liability or any further obligation to any other party under the Merger Agreement, with certain limited exceptions, including liability for any knowing or intentional breach of the Merger Agreement.

A copy of the Merger Agreement is filed with this Current Report on Form 8-K (this "Report") as Exhibit 2.1 and is incorporated herein by reference, and the foregoing description of the Merger Agreement is qualified in its entirety by reference thereto. The Merger Agreement contains representations, warranties and covenants that the respective parties made to each other as of the date of such agreement or other specific dates. The assertions embodied in those representations, warranties and covenants were made for purposes of the contract among the respective parties and are subject to important qualifications and limitations agreed to by the parties in connection with negotiating such agreement. The representations, warranties and covenants in the Merger Agreement are also modified in important part by the disclosure schedules and annexes attached thereto which are not filed publicly and which may be subject to contractual standards of materiality or material adverse effect applicable to the contracting parties that differ from what may be viewed as material to investors. The representations and warranties in the Merger Agreement and the items listed in the disclosure schedules were used for the purpose of allocating risk among the parties rather than establishing matters as facts. The Company does not believe that the disclosure schedules contain information that is material to an investment decision. Investors are not third-party beneficiaries under the Merger Agreement and should not rely on the representations, warranties and covenants or any descriptions thereof as characterizations of the actual state of facts or condition of the parties thereto or any of their respective subsidiaries or affiliates.

Founder Voting Agreement

Concurrently with the execution of the Merger Agreement, Hennessy Capital Partners II LLC (the "Company Sponsor") and certain affiliates of the Company Sponsor (collectively, the "Hennessy Stockholders") entered into a Voting and Support Agreement with USI Parent (the "Voting and Support Agreement"). Pursuant to the Voting and Support Agreement, the Hennessy Stockholders have agreed, among other things, to vote all of the shares of the Company common stock held by the Hennessy Stockholders (representing as of the date hereof approximately 20% of the voting power of the Company) (i) in favor of the adoption of the Merger Agreement and approval of the Business Combination and other transactions contemplated by the Merger Agreement; (ii) against any actions that would result in a breach by the Company of any obligations contained in the Merger Agreement or the Voting and Support Agreement; (iii) in favor of the proposals set forth in the Company's preliminary proxy statement (and definitive proxy statement, when available) to be filed with the Securities and Exchange Commission (the "SEC") relating to the Redemption Offer and the Business Combination; and (iv) against alternative proposals or transactions to the Business Combination.

The Voting and Support Agreement generally prohibits the Hennessy Stockholders from transferring, or permitting to exist any liens on, their shares of the Company's common stock prior to the consummation of the Business Combination. The Voting and Support Agreement will automatically terminate upon the first to occur of (i) the mutual written consent of USI and the Hennessy Stockholders, (ii) the closing of the Business Combination, and (iii) the termination of the Merger Agreement in accordance with its terms. A copy of the Voting and Support Agreement is filed with this Report as Exhibit 10.1 and is incorporated herein by reference, and the foregoing description of the Voting and Support Agreement is qualified in its entirety by reference thereto.

Debt Commitment Letters

In connection with the transactions contemplated by the Merger Agreement, Merger Sub entered into debt commitment letters and related fee letters (the "Debt Commitment Letters") with GSO Capital Partners LP ("GSO") and Wells Fargo Bank, National Association ("Wells Fargo"), pursuant to which, among other things, (i) GSO has committed to provide a senior secured term loan facility in an aggregate principal amount of $100.0 million (the "Term Loan Facility") plus certain uncommitted incremental increase options in an aggregate amount of up to $25.0 million and (ii) Wells Fargo has committed to provide a senior secured asset-based revolving credit facility in an aggregate principal amount of $25.0 million (the "ABL Facility" and, together with the Term Loan Facility, collectively, the "Credit Facilities"). The Debt Commitment Letters were originally entered into on April 1, 2016 and amended and restated on April 7, 2016. The proceeds of the Credit Facilities, in addition to a portion of USI's existing cash on hand, will be used, among other things, (A) to pay the Cash Consideration, (B) to refinance or repay the loans under USI's existing credit facilities and certain outstanding indebtedness of USI, (C) to pay any prepayment premiums, fees and expenses in connection with any of the foregoing, and (D) only in respect of the ABL Facility, for general corporate and working capital purposes. The commitments to provide the Credit Facilities are subject to certain representations, warranties, covenants and closing conditions,

including, but not limited to (A) satisfactory evidence that (i) in the case of the Term Loan Facility, USI's ratio of consolidated total debt to pro forma EBITDA for the trailing twelve months (the "LTM Adjusted EBITDA") (as mutually agreed upon) ended April 1, 2016 does not exceed 2.5 to 1.0 after giving effect to all transactions contemplated by the Merger Agreement, (ii) in the case of each of the Credit Facilities, USI's LTM Adjusted EBITDA (as mutually agreed upon) for the last twelve months prior to the closing of the Business Combination is not less than $40.0 million, and (iii) in the case of the ABL Facility, USI has minimum liquidity, after giving effect to the initial use of proceeds of not less than $7.5 million, of which at least $5.0 million must be derived from excess availability under the ABL Facility; (B) the negotiation of definitive documentation for the Credit Facilities; and (C) other customary closing conditions. USI will pay customary fees and expenses in connection with the Debt Commitment Letters and the Credit Facilities, and, subject to customary exceptions, USI will indemnify the lenders for certain losses incurred by the lenders in connection with the transactions contemplated by the Debt Commitment Letter.

The foregoing description of the Debt Commitment Letters does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Debt Commitment Letters, copies of which have been filed as Exhibit 10.2 and Exhibit 10.3 hereto, and are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure set forth above in Item 1.01 of this Current Report on Form 8-K is incorporated by reference herein. The shares of Company common stock to be issued in connection with the Business Combination will not be registered under the Securities Act in reliance upon the exemption provided in Section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder.

Additional Information About the Business Combination and Disclaimer

The proposed Business Combination will be submitted to the stockholders of the Company for their consideration. The Company intends to file with the SEC preliminary and definitive proxy statements in connection with the Business Combination and other matters and will mail a definitive proxy statement and other relevant documents to its stockholders as of the record date established for voting on the Business Combination. The Company's stockholders and other interested persons are advised to read, once available, the preliminary proxy statement and any amendments thereto and, once available, the definitive proxy statement, in connection with the Company's solicitation of proxies for its stockholders' meeting to be held to approve, among other things, the Business Combination because these documents will contain important information about the Company, USI and the Business Combination. Stockholders may also obtain a copy of the proxy statement, once available, as well as other documents filed with the SEC that will be incorporated by reference in the proxy statement, without charge, at the SEC's website located at www.sec.gov or by directing a request to Nicholas A. Petruska, Executive Vice President, Chief Financial Officer and Secretary, 700 Louisiana Street, Suite 900, Houston, Texas, 77002 or by telephone at (713) 300-8242. This Report does not constitute an offer to sell or the solicitation of an offer to buy any securities, or a solicitation of any vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

Participants in the Solicitation

The Company and its directors and executive officers and other persons may be deemed to be participants in the solicitations of proxies from the Company's stockholders in respect of the proposed Business Combination. Information regarding the Company's directors and executive officers is available in the Company's Annual Report on Form 10-K/A for the year ended December 31, 2015, filed with the SEC on February 22, 2016. Additional information regarding the participants in the proxy solicitation and a description of their direct and indirect interests will be contained in the proxy statement when it becomes available and which can be obtained free of charge from the sources indicated above.

Forward Looking Statements

This Report includes "forward-looking statements" within the meaning of the "safe harbor" provisions of the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements may be identified by the use of words such as "estimate," "plan," "project," "forecast," "intend," "expect," "anticipate," "believe," "seek," "target" or similar expressions other similar expressions that predict or indicate future events or trends or that are not statements of historical matters. Such forward-looking statements with respect to the benefits of the Business Combination, the future financial performance of the Company following the Business Combination, changes in the market for USI's services, and expansion plans and opportunities, including future acquisition or additional business combinations are based on current information and expectations, forecasts and assumptions, and involve a number of judgments, risks and uncertainties. Accordingly, forward-looking statements should not be relied upon as representing the Company's views as of any subsequent date, and the Company does not undertake any obligation to update forward-looking statements to reflect events or circumstances after the date they were made, whether as a result of new information, future events or otherwise, except as may be required under applicable securities laws. You should not place undue reliance on these forward-looking statements. As a result of a number of known and unknown risks and uncertainties, actual results or performance may be materially different from those expressed or implied by these forward-looking statements. Some factors that could cause actual results to differ include, but are not limited to: (1) the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement; (2) the outcome of any legal proceedings that may be instituted against USI or the Company following announcement of the proposed Business Combination and related transactions; (3) the inability to complete the transactions contemplated by the Merger Agreement due to the failure to obtain approval of the stockholders of the Company, consummate the Debt Financing or satisfy other conditions to the closing of the Business Combination; (4) the ability to obtain or maintain the listing of the Company's common stock on the NASDAQ Capital Market following the Business Combination; (5) the risk that the proposed Business Combination disrupts the parties' current plans and operations as a result of the announcement and consummation of the transactions described herein; (6) the ability to recognize the anticipated benefits of the Business Combination, which may be affected by, among other things, competition and the ability of the combined business to grow and manage growth profitably; (7) costs related to the Business Combination; (8) changes in applicable laws or regulations; (9) the possibility that USI or the Company may be adversely affected by other economic, business, and/or competitive factors; and (10) other risks and uncertainties indicated from time to time in the proxy statement,

including those under "Risk Factors" therein, and other factors identified in the Company's prior and future filings with the SEC, available at www.sec.gov.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Number	Description
2.1 †	Agreement and Plan of Merger, dated as of April 1, 2016, by and among USI Senior Holdings, Inc., Hennessy Capital Acquisition Corp. II, HCAC II, Inc. and North American Direct Investment Holdings, LLC, solely in its capacity as the Stockholder Representative.
10.1	Voting and Support Agreement, dated as of April 1, 2016, by and among USI Senior Holdings, Inc., Hennessy Capital Partners II LLC and the stockholders set forth on Schedule I thereto.
10.2	Amended and Restated Commitment Letter, dated as of April 7, 2016 by and between HCAC II, Inc. and Wells Fargo Bank, N.A.
10.3	Amended and Restated Commitment Letter, dated as of April 7, 2016 by and between HCAC II, Inc. and GSO Capital Partners, LP.

† The exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the Securities and Exchange Commission upon its request.

SIGNATURE

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

Dated: April 7, 2016

HENNESSY CAPITAL ACQUISITION CORP. II

By: /s/ Daniel J. Hennessy
Name: Daniel J. Hennessy
Title: Chief Executive Officer

EXHIBIT INDEX

Number	Description
2.1 †	Agreement and Plan of Merger, dated as of April 1, 2016, by and among USI Senior Holdings, Inc., Hennessy Capital Acquisition Corp. II, HCAC II, Inc. and North American Direct Investment Holdings, LLC, solely in its capacity as the Stockholder Representative.
10.1	Voting and Support Agreement, dated as of April 1, 2016, by and among USI Senior Holdings, Inc., Hennessy Capital Partners II LLC and the stockholders set forth on Schedule I thereto.
10.2	Amended and Restated Commitment Letter, dated as of April 7, 2016 by and between HCAC II, Inc. and Wells Fargo Bank, N.A.
10.3	Amended and Restated Commitment Letter, dated as of April 7, 2016 by and between HCAC II, Inc. and GSO Capital Partners, LP.

† The exhibits and schedules to this Exhibit have been omitted in accordance with Regulation S-K Item 601(b)(2). The registrant agrees to furnish supplementally a copy of all omitted exhibits and schedules to the Securities and Exchange Commission upon its request.

AGREEMENT AND PLAN OF MERGER

by and among

USI SENIOR HOLDINGS, INC.,

HENNESSY CAPITAL ACQUISITION CORP. II,

HCAC II, INC.,

and

NORTH AMERICAN DIRECT INVESTMENT HOLDINGS, LLC ,
solely in its capacity as the Stockholder Representative

April 1, 2016

This document is not intended to create nor will it be deemed to create a legally binding or enforceable offer or agreement of any type or nature, unless and until agreed upon and executed by the parties.

TABLE OF CONTENTS

		Page
ARTICLE I.	THE MERGER	2
1.01.	The Merger.	2
1.02.	Effect on Capital Stock	2
1.03.	Reimbursement Fund Amount	4
1.04.	Organizational Documents	4
1.05.	Directors and Officers	4
1.06.	Closing Calculations	5
1.07.	Post-Closing Adjustment.	5
1.08.	Escrow Account	9
1.09.	Dissenting Shares	9
1.10.	Withholding	9
1.11.	Payment Methodology.	10
ARTICLE II.	THE CLOSING	11
2.01.	The Closing	11
2.02.	The Closing Transactions	11
ARTICLE III.	REPRESENTATIONS AND WARRANTIES OF THE COMPANY	12
3.01.	Existence and Good Standing	12
3.02.	Authority; Enforceability	12
3.03.	No Violations	12
3.04.	Capitalization; Subsidiaries.	13
3.05.	Financial Statements and Other Financial Matters; No Undisclosed Liabilities.	13
3.06.	Absence of Certain Changes	14
3.07.	Real Property.	15
3.08.	Tax Matters	16
3.09.	Contracts.	18
3.10.	Intellectual Property.	20
3.11.	Legal Proceedings; Orders	21
3.12.	Consents	21
3.13.	Employee Benefit Plans.	21
3.14.	Insurance	23
3.15.	Legal Requirements and Permits.	23
3.16.	Environmental Matters.	23
3.17.	Relationships with Related Persons	24
3.18.	Employees; Employment Matters and Independent Contractors.	24

3.19.	Material Customers and Suppliers	26
3.20.	Brokers' Fees	26
3.21.	Bank Accounts	26
3.22.	Absence of Certain Payments	26
3.23.	Books and Records	26
3.24.	Title, Condition and Sufficiency of Assets.	26
3.25.	Company Information	27
3.26.	Vote Required	27
3.27.	Permitted Acquisitions.	27
3.28.	Accredited Investor Questionnaires	28
ARTICLE IV.	REPRESENTATIONS AND WARRANTIES OF PARENT AND THE MERGER SUB	28
4.01.	Organization and Power	28
4.02.	Authorization	28
4.03.	No Violations	28
4.04.	Governmental Consents, etc	29
4.05.	Legal Proceedings	29
4.06.	SEC Filings and Financial Statements.	29
4.07.	Parent Trust Amount	31
4.08.	Brokerage	32
4.09.	Financing	32
4.10 .	Purpose	33
4.11.	Solvency	33
4.12.	Adequacy of Funds	33
4.13.	Parent Information	33
4.14.	Listing	34
4.15.	Fairness Opinion	34
ARTICLE V.	COVENANTS OF THE COMPANY	34
5.01.	Conduct of the Business.	34
5.02.	Access to Books and Records	37
5.03.	Efforts to Consummate	37
5.04.	Exclusive Dealing	37
5.05.	Payoff Letters and Lien Releases	38
5.06.	Stockholder Approval	38
5.07.	Notification	38
5.08.	Section 280G Approval	38
5.09.	Financing.	39
5.10.	Update of Financial Statements	41
5.11.	Intellectual Property	42
5.12 .	Permitted Acquisitions	42
5.13.	Obtainment of Consents	42

ARTICLE VI.	COVENANTS OF PARENT AND THE MERGER SUB	43
6.01.	Access to Books and Records	43
6.02.	Notification	43
6.03.	Efforts to Consummate	43
6.04.	Contact with Customers and Suppliers	43
6.05.	Financing.	44
6.06.	Employee Matters.	45
6.07.	Specified Proceeding.	46
6.08.	Certain Tax Matters.	49
ARTICLE VII.	ACTIONS PRIOR TO THE CLOSING	51
7.01.	The Proxy.	51
7.02.	Regulatory Filings	53
7.03.	Shareholder Vote; Recommendation of the Board of the Parent	53
7.04.	Listing	54
7.05.	Operations of Parent Prior to the Closing	54
7.06.	Founder Voting Agreement	55
7.07.	Founder Letter Agreement	55
7.08.	No Claim Against Parent Trust	55
7.09.	Exclusive Dealing	56
ARTICLE VIII.	CONDITIONS TO CLOSING	56
8.01.	Conditions to Parent's and the Merger Sub's Obligations	56
8.02.	Conditions to the Company's Obligations	58
ARTICLE IX.	INDEMNIFICATION	60
9.01.	Indemnification of Officers and Directors of the Company.	60
9.02.	NO ADDITIONAL REPRESENTATIONS; NO RELIANCE	60
ARTICLE X.	TERMINATION	61
10.01.	Termination	61
10.02.	Effect of Termination.	63
ARTICLE XI.	ADDITIONAL COVENANTS	63
11.01.	Stockholder Representative.	63
11.02.	Disclosure Schedules	65
11.03.	Registration Rights.	65
ARTICLE XII.	DEFINITIONS	67
12.01.	Definitions	67
12.02.	Other Definitional Provisions.	81

ARTICLE XIII.	MISCELLANEOUS	81
13.01.	Press Releases and Public Announcements	81
13.02.	Expenses	82
13.03.	Transfer Taxes	82
13.04.	Consequences of Breach	82
13.05.	Survival	82
13.06.	Notices	83
13.07.	Succession and Assignment	84
13.08.	Severability	84
13.09.	References	85
13.10.	Construction	85
13.11.	Amendment and Waiver	85
13.12.	Entire Agreement	85
13.13.	Third-Party Beneficiaries	86
13.14.	WAIVER OF TRIAL BY JURY	86
13.15.	Parent Deliveries	86
13.16.	Delivery by Facsimile or Email	86
13.17.	Counterparts	87
13.18.	Governing Law	87
13.19.	Jurisdiction.	87
13.20.	Remedies Cumulative	88
13.21.	No Vicarious Liability	88
13.22.	Specific Performance.	88
13.23.	Waiver of Conflicts	89
13.24.	No Recourse	89

INDEX OF EXHIBITS AND SCHEDULES

Exhibit A	Form of Certificate of Merger
Exhibit B	Form of Exchange Agent Agreement
Exhibit C	Form of Letter of Transmittal
Exhibit D	Form of Certificate of Incorporation
Exhibit E	Form of Bylaws
Exhibit F	Preparation Methodology
Exhibit G	Escrow Agreement
Exhibit H	Debt Financing Commitment
Exhibit I	Form of Written Stockholder Consent
Exhibit J	Management Incentive Plan
Exhibit K	Form of Indemnification Agreement
Exhibit L	Form of Drag-Along Notice
Exhibit M	Form of Undertaking
Schedule I	Net Working Capital Calculation

GLOSSARY OF DEFINED TERMS

The location of the definition of each capitalized term used in this Agreement is set forth in this Glossary:

60-Day Period	5	Company Parties	82
Accounting Firm	7	Company Proxy Expenses	69
Accounting Principles	67	Company Real Property	15
Accredited Investor Questionnaire	67	Company Stock	69
Acquisition Adjustment Amount	67	Company Transaction Expense	69
Acquisition Transaction	37	Confidentiality Agreement	37
Additional Common Stock Merger Consideration	67	Contract	69
Adjustment Escrow Account	9	Credit Agreement	69
Adjustment Escrow Amount	9	date hereof	1
Affiliate	67	Debt Financing	32
Aggregate Cash Consideration		Debt Financing Commitment	32
Agreement	1	Deferral Notice	66
Amended and Restated Certificated of Incorporation	67	DGCL	2
Antitrust Laws	68	Disclosure Schedules	65
Business Combination	55	Disputed Items	6
Business Day	68	Dissenting Share	9
Cash	68	Dissenting Stockholder	9
Certificate of Incorporation	68	Documents	69
Certificate of Merger	2	Drag-Along Notice	69
Certificates	68	EBITDA	70
Claim	68	Effective Time	2
Claims	57	Efforts Failure	47
Closing	11	Employee Restricted Stock Proceeds	10
Closing Aggregate Merger Consideration	68	Employee Restricted Stock Proceeds Request Notice	10
Closing Cash Consideration	68	Employee Restricted Stockholder	70
Closing Date	11	Encumbrance	70
Closing Statement	5	Environmental Claim	70
Code	68	Environmental Laws	70
Common Stock	13	ERISA	70
Common Stock Merger Consideration	3	ERISA Affiliate	70
Common Stockholder	68	Escrow Agent	70
Company	1	Escrow Agreement	9
Company Employee	45	Estimated Acquisition Adjustment Amount	5
Company Employee Benefit Plan	69	Estimated Cash	5
Company Equity Plan	69	Estimated Closing Statement	5
Company Financial Statements	13	Estimated Company Transaction Expenses	5
Company Fundamental Representations	69	Estimated Indebtedness	5
Company Indemnitees	62	Estimated Net Working Capital	5

Estimated Target Net Working Capital Amount 5
Exchange Act 70
Exchange Agent 70
Exchange Agent Agreement 3
Excluded Shares 4
Fairness Opinion 34
Federal Securities Laws 52
Final Acquisition Adjustment Amount 8
Final Aggregate Merger Consideration 71
Final Cash 8
Final Company Transaction Expenses 8
Final Indebtedness 8
Final Net Working Capital 8
Final Parent Trust Amount 70
Final Target Net Working Capital Amount 8
Financing Sources 71
Former Real Property 71
Founder Common Stock 55
Founder Voting Agreement 1
Fully Diluted Shares 71
GAAP 71
Governing Documents 71
Governmental Entity 71
Group Company(ies) 71
Hazardous Materials 72
HSR Act 21
HSR Approval 72
Indebtedness 72
Indemnitees 72
Intellectual Property 73
IPO 55
Knowledge of the Company 73
Latest Balance Sheet 13
Latest Balance Sheet Date 13
Latest Income Statement 13
Law 77
Leased Real Property 15
Legal Proceeding 77
Legal Requirement 77
Letter of Transmittal 3
Liabilities 77
Liens 77
Liquidation Value 77
Losses 77
Management Incentive Plan 52
Material Adverse Effect 77
Material Contract 18
Material Customer 26
Material Permits 23
Material Supplier 26
Merger 2
Merger Debt Financing Amount 74
Merger Sub 1
Minimum Cash Amount 59
Monthly Financial Statements 41
Nasdaq 74
Net Working Capital 74
New Benefit Plans 45
Objection Statement 6
Offer 1
Offer Documents 52
Offering Shares 51
Old Benefit Plans 45
Open Source Software 74
Order 75
Ordinary Course of Business 75
Organizational Documents 75
Outside Date 62
Owned Real Property 15
Parent 1
Parent Acquisition Transaction 56
Parent Balance Sheet 30
Parent Certifications 30
Parent Common Stock 75
Parent Disclosure Schedule 75
Parent Fundamental Representations 75
Parent Governing Documents 51
Parent Material Adverse Effect 75
Parent Parties 82
Parent SEC Reports 29
Parent Stock Consideration 75
Parent Stockholder Approval 75
Parent Transaction Expense 76
Parent Trust 76
Parent Trust Agreement 76
Parent Trust Amount 31
Parent’s Knowledge 76
Parent’s Representatives 37
Participating Common Stockholder 76
Parties 1

Party	1
Payoff Amount	38
Payoff Letter	38
Per Common Share Closing Cash Consideration	76
Per Common Share Closing Parent Stock Consideration	76
Per Common Share Post-Closing Consideration	76
Permit	23
Permitted Acquisition	76
Permitted Acquisition Actual Value Increase	76
Permitted Acquisition EBITDA Increase	77
Permitted Liens	77
Permitted Releases	31
Person	77
Personnel	20
Position Statement	6
Pre-Closing Refund	49
Pre-Closing Tax Period	77
Preferred Stock	13
Preferred Stock Merger Consideration	2
Preferred Stockholder	77
Preliminary Proxy Statement	78
Preparation Methodology	5
Pro Rata Share	78
Prospectus	78
Proxy Statement	51
Public Stockholders	55
Real Property Leases	78
Reference Time	78
Registrable Stock	65
Registration Statement	65
Regulatory Approvals	78
Reimbursement Fund Amount	4
Related Party	78
Release	78
Released Party	89
Representative Closing Statement	5
Representatives	78
Required Information	78
Response Period	6
Restricted Stock	79
Restricted Stock Agreements	79
Restricted Stockholder	79
Return Amount	8
Schedule	67
SEC	79
Second Amended and Restated Certificate of Incorporation	79
Securities Act	79
Shelf Prospectus	65
Specified Proceeding	79
Specified Proceeding Amounts	48
Sponsor	1
Stockholder	79
Stockholder Representative	1
Stockholders Agreement	79
Straddle Period	79
Subsidiary	79
Substitute Financing	44
Surviving Company	2
Target Net Working Capital Amount	80
Tax	80
Tax Accountant	51
Tax Returns	80
Taxes	80
Total Permitted Acquisition Purchase Price	80
Trade Secrets	80
Trailing Twelve Months EBITDA Amount	81
Transaction Deductions	81
Transaction Documents	81
Transaction Expenses	81
Waived 280G Benefits	38
Waivers of Parachute Payments	38
WF&G	89
Written Stockholder Consent	38

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this " Agreement "), dated as of April 1, 2016 (the " date hereof "), is made by and among USI Senior Holdings, Inc., a Delaware corporation (the " Company "), Hennessy Capital Acquisition Corp. II, a Delaware corporation (" Parent "), HCAC II, Inc., a Delaware corporation and wholly owned subsidiary of Parent (the " Merger Sub "), and North American Direct Investment Holdings, LLC, a Delaware limited liability company, solely in its capacity as the representative for the Stockholders pursuant to Section 11.01 (the " Stockholder Representative "). Parent, the Merger Sub and the Company, and, solely in its capacity as and solely to the extent applicable, the Stockholder Representative, will each be referred to herein from time to time as a " Party " and, collectively, as the " Parties ." Capitalized terms used and not otherwise defined herein have the meanings set forth in Article XII below.

WHEREAS, Parent desires to acquire one hundred percent (100%) of the issued and outstanding shares of capital stock of the Company in a reverse triangular merger transaction on the terms and subject to the conditions set forth herein;

WHEREAS, in furtherance of the acquisition of the issued and outstanding shares of capital stock of the Company by Parent and in accordance with the terms hereof, Parent shall provide an opportunity to its stockholders to have their Offering Shares (as defined below) redeemed for the consideration, and on the terms and subject to the conditions and limitations, set forth in this Agreement and the applicable Parent Governing Documents in conjunction with, inter alia, obtaining approval from the stockholders of Parent for the Merger (as defined below) (collectively with the other transactions, authorization and approvals set forth in the Proxy Statement (as defined below), the " Offer ");

WHEREAS, Hennessy Capital Partners II LLC (the " Sponsor ") has delivered to the Company a Voting and Support Agreement (the " Founder Voting Agreement "), dated as of the date hereof, pursuant to which, among other things, the Persons indicated on the signature pages thereof have agreed to vote their Parent Common Stock in favor of certain matters (including the Merger (as defined below) and certain other proposals of the Parent set forth in its Proxy Statement), all on the terms and subject to the conditions set forth therein);

WHEREAS, each of the boards of directors of the Company, Parent and the Merger Sub has (a) determined that the Merger is fair, advisable and in the best interests of its respective companies and stockholders and (b) unanimously approved and adopted this Agreement and the transactions contemplated hereby, including the Merger, upon the terms and subject to the conditions set forth herein; and

WHEREAS, each of the boards of directors of the Company, Parent and the Merger Sub has determined to recommend to its respective stockholders the approval and adoption of this Agreement and the transactions contemplated hereby, including the Merger.

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

ARTICLE I.

THE MERGER

1.01. The Merger .

(a) Subject to the terms and conditions hereof, at the Effective Time, the Merger Sub will merge with and into the Company (the " Merger ") in accordance with the General Corporation Law of the State of Delaware (the " DGCL "), whereupon the separate existence of the Merger Sub will cease, and the Company will be the surviving company (the " Surviving Company ").

(b) At the Closing, the Company and the Merger Sub will cause a certificate of merger substantially in the form of Exhibit A hereto (the " Certificate of Merger ") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware and will make all other filings or recordings required by the DGCL in connection with the Merger. The Merger will become effective at such time on the Closing Date as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such other time as specified in the Certificate of Merger (the " Effective Time ").

(c) From and after the Effective Time, the Surviving Company will succeed to all the assets, rights, privileges, immunities, powers and franchises and be subject to all of the Liabilities, restrictions, disabilities and duties of the Company and the Merger Sub, all as provided under the DGCL.

1.02. Effect on Capital Stock . Upon the terms and subject to the conditions of this Agreement, at the Effective Time, by virtue of the Merger:

(a) The share transfer books of the Company will be closed, and thereafter there will be no further registration of transfers of Company Stock theretofore outstanding on the records of the Company. From and after the Effective Time, the holders of the shares of Company Stock outstanding immediately prior to the Effective Time will cease to have any rights with respect thereto except as otherwise provided in this Agreement or by Law.

(b) Each share of Preferred Stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares and Dissenting Shares, if any) will be automatically converted into a right to receive an amount in cash, without interest, equal to the Liquidation Value of such share of Preferred Stock (the aggregate consideration to which holders of Preferred Stock become entitled pursuant to this Section 1.02(b) is referred to herein as the " Preferred Stock Merger Consideration "). The Preferred Stock Merger Consideration will be paid in the manner provided in Section 1.02(d) .

(c) Each share of Common Stock issued and outstanding immediately prior to the Effective Time and each share of Restricted Stock issued and outstanding immediately prior to the Effective Time, which will vest in connection with the transactions contemplated hereby in accordance with the terms of the Company Equity Plan and the applicable Restricted Stock Agreement or any other applicable agreement pursuant to which such Restricted Stock was granted (other than, in each case, Excluded Shares and Dissenting Shares, if any), will be automatically converted into the right to receive (i) the Per Common Share Closing Cash Consideration, (ii) the Per Common Share Parent Stock Consideration and the (iii) Per Common Share Post-Closing Consideration (including interest that may be payable under the Escrow Agreement, if any) (the aggregate consideration to which holders of Common Stock become entitled pursuant to this Section 1.02(c) is referred to herein as the " Common Stock Merger Consideration "). The Common Stock Merger Consideration will be paid in the manner provided in Section 1.02(d) .

(d) Concurrent with the Effective Time, Parent will deliver an amount equal to the Closing Cash Consideration to the Exchange Agent at the Closing by wire transfer of immediately available funds to the account(s) designated in writing by the Exchange Agent, with such account(s) to be established, maintained and administered by the Exchange Agent pursuant to the terms and conditions of a exchange agent agreement substantially in the form of Exhibit B attached hereto, to be entered into at least four Business Days prior to the Closing Date by Parent, the Stockholder Representative and the Exchange Agent (the " Exchange Agent Agreement "). Parent will also deliver the Parent Stock Consideration to the Exchange Agent pursuant to the terms of the Exchange Agent Agreement. After the Closing, promptly following delivery to the Exchange Agent of a duly completed and executed letter of transmittal , along with a properly completed Internal Revenue Service Form W-9 (or if applicable, the appropriate Internal Revenue Service Form W-8), substantially in the form of Exhibit C attached hereto (a " Letter of Transmittal "), the Exchange Agent will (and Parent will direct the Exchange Agent to) promptly pay (i) to each Preferred Stockholder that delivers a duly executed and completed Letter of Transmittal, in accordance with Section 1.10 and Section 1.11 , an amount equal to the Liquidation Value multiplied by the number of shares of Preferred Stock held of record by such Preferred Stockholder immediately prior to the Effective Time, and (ii) to each Common Stockholder that delivers a duly executed and completed Letter of Transmittal, in accordance with Section 1.10 and Section 1.11 , (a) an amount equal to the Per Common Share Closing Cash Consideration and (b) the Per Common Share Parent Stock Consideration, each as multiplied by the number of shares of Common Stock held of record by such Common Stockholder immediately prior to the Effective Time; provided, that the amounts paid under the foregoing clause (a) shall be net of any indebtedness of such Common Stockholder due to the Company as of the Closing and the amount of any such indebtedness shall be paid by the Exchange Agent to the Surviving Company in satisfaction of such indebtedness. The Exchange Agent will (and Parent will direct the Exchange Agent to) (A) pay the amounts described in the preceding sentence on the Closing Date to any Stockholder (other than Employee Restricted Stockholders in respect of shares of Restricted Stock for which an election under Section 83(b) of the Code has not been filed) that delivers its duly executed and completed Letter of Transmittal to the Exchange Agent at least three Business Days prior to the Closing Date, (B) subject to Section 1.10 and Section 1.11 , pay (or cause to be paid) the amounts described in the preceding sentence to any other Stockholder within three Business Days after such Stockholder (other than Employee Restricted Stockholders in respect of shares of Restricted Stock for which an election under Section 83(b) of the Code has not been filed) delivers its duly executed and completed Letter of Transmittal to the Exchange Agent and (C) in accordance with Section 1.11 deliver to the Surviving Company the amounts described in the preceding sentence on the Closing Date payable to any Employee Restricted Stockholder in respect of shares of Restricted Stock for which an election under Section 83(b) of the Code has not been filed. None of Parent, the Exchange Agent, the Surviving Company nor their Affiliates will be liable to any Stockholder for any amount paid to any public official pursuant to applicable abandoned property, escheat or similar Laws. Any amount remaining unclaimed by the Stockholders three years after the Closing Date (or such earlier date, immediately prior to such time when the amounts would otherwise escheat to or become property of any Governmental Entity) will become, to the extent permitted by applicable Law, the property of the Surviving Company free and clear of any claims or interest of any Person previously entitled thereto .

(e) Each share of Preferred Stock or Common Stock, if any, held immediately prior to the Effective Time by Parent, the Merger Sub or the Company (collectively, the " Excluded Shares ") will be automatically canceled and no payment will be made with respect thereto.

(f) Each share of common stock of the Merger Sub that is issued and outstanding immediately prior to the Effective Time will be automatically converted into and become one validly issued, fully paid and non-assessable share of common stock of the Surviving Company.

1.03. Reimbursement Fund Amount . Concurrent with the Effective Time, Parent will deliver the sum of $1,500,000 (the " Reimbursement Fund Amount ") to the Stockholder Representative at the Closing by wire transfer of immediately available funds to the account designated by the Stockholder Representative. The purpose of the Reimbursement Fund Amount is to provide the Stockholder Representative with funds to cover out-of-pocket expenses it incurs in serving as the Stockholders' representative for the purposes stated in this Agreement. Other than reimbursement for its out-of-pocket expenses incurred in serving as the Stockholders' representative, the Stockholder Representative will not be compensated for providing services hereunder. If the Stockholder Representative determines in its sole discretion to return all or any portion of the Reimbursement Fund Amount to the Common Stockholders, it will distribute to each Common Stockholder entitled to receive payments under Section 1.02(d) its Pro Rata Share of the amount to be distributed. Payments to Common Stockholders under this Section 1.03 will be paid in accordance with Section 1.10 and Section 1.11 .

1.04. Organizational Documents . At the Effective Time, by virtue of the Merger and without any further action on the part of Parent, the Merger Sub, the Company or the holders of any shares of capital stock of any of the foregoing, the certificate of incorporation of the Surviving Company will be amended and restated in its entirety in the form attached hereto as Exhibit D until thereafter amended, subject to Section 9.01 , in accordance with the provisions thereof and the DGCL. At the Effective Time, the bylaws of the Surviving Company will be amended and restated to be in the form attached hereto as Exhibit E , until thereafter amended, subject to Section 9.01 , in accordance with the provisions thereof, the certificate of incorporation of the Surviving Company and the DGCL. Notwithstanding the foregoing, no such amendment to the certificate of incorporation or the bylaws of the Surviving Company will diminish the exculpation, indemnification or expense advancement or reimbursement provisions in respect of directors or officers of the Company or any other Group Company that held office as of the date hereof in respect of acts or omissions occurring prior to the Effective Time .

1.05. Directors and Officers . From and after the Effective Time, until successors are duly elected, appointed or otherwise designated in accordance with applicable Law, the directors of the Merger Sub at the Effective Time will be the directors of the Surviving Company (and any other directors of the Company will be deemed to have been removed as of the Effective Time), and the officers of the Company at the Effective Time will be the officers of the Surviving Company, each such initial director and initial officer of the Surviving Company to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Company as in effect from and after the Effective Time.

1.06. Closing Calculations . Not less than five (5) Business Days prior to the anticipated Closing Date, the Company will deliver to Parent a statement (the " Estimated Closing Statement ") setting forth (a) an estimated consolidated balance sheet of the Group Companies as of the Reference Time, (b) the Company's good faith estimate of (i) Cash as of the Reference Time (the " Estimated Cash "), (ii) Indebtedness as of the Reference Time, including the Payoff Amount (the " Estimated Indebtedness "), (iii) Net Working Capital as of the Reference Time (the " Estimated Net Working Capital ") and the Target Net Working Capital Amount (the " Estimated Target Net Working Capital Amount "), (iv) Company Transaction Expenses (the " Estimated Company Transaction Expenses ") and (v) the Acquisition Adjustment Amount as of the Reference Time (the " Estimated Acquisition Adjustment Amount "), which statement the Company will confirm in writing has been prepared using the Preparation Methodology and will include materials showing in reasonable detail the Company's support and computations for the amounts included in the Estimated Closing Statement, (c) consistent with the foregoing calculations, the Company's determination of (i) the Closing Aggregate Merger Consideration, (ii) the Per Common Share Closing Cash Consideration and (iii) the Per Common Share Parent Stock Consideration, and (d) the amount of the Preferred Stock Merger Consideration. The Estimated Closing Statement and the determinations contained therein will be prepared in accordance with the Preparation Methodology as set forth in Exhibit F (the " Preparation Methodology "). Parent shall be entitled to review and make reasonable objections to the matters and amounts set forth in the Estimated Closing Statement delivered by the Company pursuant to this Section 1.06 . The Company will cooperate with Parent in the review of the Estimated Closing Statement, including providing Parent and its representatives with reasonable access during normal business hours to the relevant books, records and finance employees of the Company. Based on Parent's reasonable objections, the Company and Parent will cooperate reasonably to update the Estimated Closing Statement delivered by the Company under this Section 1.06 , prior to the Closing Date.

1.07. Post-Closing Adjustment .

(a) Parent will prepare and deliver to the Stockholder Representative, no later than 60 days after the Closing Date (the " 60-Day Period "), a statement (the " Closing Statement ") setting forth (i) the consolidated balance sheet of the Group Companies as of the Reference Time and (ii) Parent's determination of (A) Cash as of the Reference Time, (B) Indebtedness as of the Reference Time, (C) Net Working Capital as of the Reference Time and the Target Net Working Capital Amount, (D) Company Transaction Expenses and (E) the Acquisition Adjustment Amount as of the Reference Time, which statement Parent will confirm in writing has been prepared using the Preparation Methodology and will include materials showing in reasonable detail Parent's support and computations for the amounts included in the Closing Statement. If Parent does not deliver the Closing Statement to the Stockholder Representative within the 60-Day Period, either, at the election of the Stockholder Representative, (x) Parent will be deemed to have waived the right to object to any items set forth in the Estimated Closing Statement, all such items will be deemed to be final and binding on the Parties and the Stockholders and will be non-appealable and may be enforced by a court of competent jurisdiction for purposes of determining the Final Aggregate Merger Consideration, as described below in this Section 1.0 7 , or (y) the Stockholder Representative will prepare and deliver to Parent, no later than 45 days after the 60-Day Period, the Closing Statement (as prepared by the Stockholder Representative, the " Representative Closing Statement ").

(b) During the 30-day period following the Stockholder Representative's receipt of the Closing Statement or during the 60-day period following the Stockholder Representative's election to prepare the Representative Closing Statement in accordance with Section 1.07(a), as applicable (either such period, the "Response Period"), Parent will provide the Stockholder Representative and its representatives with access to those of the Group Companies' accounting records (other than the Group Companies' accountant's work papers, unless the Group Companies' accountants agree to provide same) that directly relate to the items in the Closing Statement or the Representative Closing Statement, as applicable, that the Stockholder Representative reasonably requests. If the Stockholder Representative claims that Parent has failed to comply with its obligation under this Section 1.07(b) to provide access to books, records, and personnel, the Stockholder Representative must submit such claim for resolution to the Accounting Firm, which will have the authority to determine such matter and, to the extent that Parent has so failed to comply, to extend the Response Period until the date that is 30 days after Parent complies with its access obligations hereunder. Prior to the expiration of the Response Period, the Stockholder Representative may deliver either (i) a written objection to Parent's calculation of the items stated in the Closing Statement, identifying each item (i.e., on an item-by-item basis) in dispute and the dollar amount in dispute for each item or (ii) if so elected by the Stockholder Representative in accordance with Section 1.07(a), the Representative Closing Statement (either such statement, the "Objection Statement"). If the Stockholder Representative chooses to deliver an Objection Statement during the Response Period, the Stockholder Representative will also deliver materials showing in reasonable detail the Stockholder Representative's basis, support and computations for its position and the amounts it claims are in dispute or that differ between the Closing Statement and the Objection Statement. The Stockholder Representative and the Stockholders will be deemed to have waived the right to object to any item set forth in the Closing Statement unless the Stockholder Representative furnishes the Objection Statement to Parent within the Response Period. In the case of such waiver, all items stated in the Closing Statement will be deemed to be final and binding on the Parties and the Stockholders and will be non-appealable and may be enforced by a court of competent jurisdiction for purposes of this Agreement, including determining the Final Aggregate Merger Consideration. If the Stockholder Representative delivers an Objection Statement within the Response Period, then the Stockholder Representative and Parent will meet within 15 days (in person or by teleconference) after the delivery of the Objection Statement to discuss each other's position and to attempt to resolve their differences. If Parent and the Stockholder Representative are not able to resolve their differences at such meeting (or by any later date mutually agreed to by them), Parent and the Stockholder Representative will prepare a list of the items that remain in dispute (the "Disputed Items"), which Disputed Items will be limited to those items and amounts listed in the Objection Statement that remain unresolved. Parent and the Stockholder Representative will separately prepare statements (each, a "Position Statement") specifying in reasonable detail their respective positions on each of the Disputed Items (including the dollar amount for each item). The Stockholder Representative and Parent will exchange their Position Statements with one another within 20 days after the meeting at which the Disputed Items list was prepared. Each Party's Position Statement will include only those items and amounts in dispute as specified in the Objection Statement (but with reference to the Estimated Closing Statement and the Closing Statement, as applicable).

(c) If within 15 days after Parent and the Stockholder Representative have exchanged Position Statements, Parent and the Stockholder Representative are unable to agree on the amounts of Cash as of the Reference Time, Indebtedness as of the Reference Time, Net Working Capital as of the Reference Time, the Target Net Working Capital Amount, Company Transaction Expenses or the Acquisition Adjustment Amount as of the Reference Time in accordance with the above procedures, Parent or the Stockholder Representative will submit the list of the Disputed Items (together with both Position Statements) to be resolved by BDO USA, LLP or, if such firm is unable or unwilling to perform its obligations under this Section 1.07 , such other accounting firm as Parent and the Stockholder Representative mutually agree (the " Accounting Firm "). If Parent and the Stockholder Representative are not able to agree to a list of Disputed Items, the Accounting Firm may also be retained to determine the contents of such list based solely on the Objection Statement and the materials accompanying same (but with reference to the Estimated Closing Statement and the Closing Statement, as applicable). Regardless of which Party submits the matter to the Accounting Firm for resolution, within five days of the Accounting Firm's request, both Parent and the Stockholder Representative will enter into the Accounting Firm's standard engagement letter and both will instruct the Accounting Firm to resolve each of the Disputed Items (but no other items) within 60 days of being engaged or as soon as practicable thereafter. The cost of any retainer payment required by the Accounting Firm will be paid equally by Parent and the Stockholder Representative, subject to ultimate apportionment as provided in this Section 1.07(c) . The Stockholder Representative and Parent will cooperate with the Accounting Firm in all reasonable respects, but neither Party will have ex parte meetings, teleconferences or other correspondence with the Accounting Firm (except to the extent that such ex parte discussions solely concern the Accounting Firm's discussions with such party regarding a potential conflict), as it is intended for each of the Stockholder Representative and Parent to be included in all discussions and correspondence with the Accounting Firm. In resolving each of the Disputed Items, the Accounting Firm will be authorized only to choose between the Stockholder Representative's position and Parent's position (as each position had been disclosed to the other in its respective Position Statement, as amended in the manner provided below), but recognizing that the Accounting Firm may resolve the Disputed Items on an item-by-item basis so that it may choose the Stockholder Representative's position on some items and Parent's position on other items. If Parent or the Stockholder Representative fails to provide the other with its Position Statement within the 20-day period referenced in Section 1.07(b) or fails to enter into the Accounting Firm's standard engagement letter in a timely manner, all of the Disputed Items will be deemed resolved in the manner set forth in the other Party's Position Statement. If both the Stockholder Representative and Parent present the other with its Position Statement within the 20-day period referenced in Section 1.07(b) , then the Accounting Firm will be permitted to ask questions of the Parties with respect to either or both Position Statements. The Accounting Firm will notify the Stockholder Representative and Parent in writing of its resolution of each of the Disputed Items, together with a reasonably detailed explanation of its determination of each Disputed Item, and its calculation of Cash as of the Reference Time, Indebtedness as of the Reference Time, Net Working Capital as of the Reference Time, the Target Net Working Capital Amount, Company Transaction Expenses and the Acquisition Adjustment Amount as of the Reference Time based on its resolution of the Disputed Items. The fees and expenses of the Accounting Firm will be apportioned equitably by the Accounting Firm based on the degree to which each Party failed to prevail in its position. The determination of the Accounting Firm with respect to the Disputed Items and the apportionment of fees and expenses will be final and binding on the Parties and the Stockholders, will be non-appealable and may be enforced by a court of competent jurisdiction.

(d) The final Cash as of the Reference Time (the " Final Cash "), the final Indebtedness as of the Reference Time (the " Final Indebtedness "), the final Net Working Capital as of the Reference Time (the " Final Net Working Capital ") and the final Target Net Working Capital Amount (the " Final Target Net Working Capital Amount "), the final Company Transaction Expenses (the " Final Company Transaction Expenses ") and the final Acquisition Adjustment Amount (the " Final Acquisition Adjustment Amount ") will be (i) as stated in the Estimated Closing Statement or the Closing Statement, as applicable, if the Stockholder Representative fails to deliver an Objection Statement during the applicable Response Period or (ii) if the Stockholder Representative delivers an Objection Statement within the Response Period, (A) the amounts mutually agreed to by Parent and the Stockholder Representative and (B) if any Disputed Item is submitted for resolution to the Accounting Firm, the amount of each Disputed Item as determined by the Accounting Firm.

(e) If the Final Aggregate Merger Consideration exceeds the Closing Aggregate Merger Consideration, of such excess, Parent will pay or cause to be paid to the Stockholder Representative any amount incurred by the Stockholder Representative in performing its services under this Agreement that is reasonably likely to exceed the Reimbursement Fund Amount (as determined and specified in writing via notice by the Stockholder Representative to Parent, prior to the determination of the Final Aggregate Merger Consideration, in good faith), and of the balance of such excess, Parent will promptly (but in any event within five Business Days following the final determination of the Final Aggregate Merger Consideration) pay to the Exchange Agent to distribute (and Parent will direct the Exchange Agent to so distribute), in accordance with Section 1.10 and Section 1.11 , to each Common Stockholder entitled to receive payments under Section 1.02(d) or Section 1.03 its Pro Rata Share of such balance; provided, however, that in no event shall Parent or any of its Affiliates have any liability or obligation pursuant to this Section 1.07 to make or cause to be made any payment in excess of $3,000,000. Furthermore, if the Final Aggregate Merger Consideration exceeds the Closing Aggregate Merger Consideration, the Stockholder Representative and Parent will promptly (but in any event within three Business Days) deliver a joint written instruction to the Escrow Agent to release to the Exchange Agent the funds in the Adjustment Escrow Account for the benefit of the Common Stockholders. Upon receipt of such funds from the Escrow Agent, the Exchange Agent will distribute (and Parent will direct the Exchange Agent to so distribute) to each Common Stockholder entitled to receive payments under Section 1.02(d) or Section 1.03 its Pro Rata Share of such amount in accordance with Section 1.10 and Section 1.11 .

(f) If the Closing Aggregate Merger Consideration exceeds the Final Aggregate Merger Consideration, Parent and the Stockholder Representative will promptly (but in any event within three Business Days) deliver a joint written instruction to the Escrow Agent to release to Parent from the Adjustment Escrow Account the amount equal to such difference, or if such difference is greater than the funds in the Adjustment Escrow Account, the total amount of the Adjustment Escrow Account (the " Return Amount ") by wire transfer of immediately available funds to one or more accounts designated in writing by Parent to the Stockholder Representative. The Stockholders and the Stockholder Representative will not have any liability for any amounts due pursuant to this Section 1.07 except to the extent of the funds available in the Adjustment Escrow Account. If any funds remain in the Adjustment Escrow Account after releasing the Return Amount to Parent, the Stockholder Representative and Parent will, simultaneously with the delivery of the instructions described in the first sentence of this Section 1.07(f) , deliver joint written instructions to the Escrow Agent to release to the Exchange Agent such remaining funds for the benefit of the Common Stockholders. Upon receipt of such funds from the Escrow Agent, the Exchange Agent will distribute (and Parent will direct the Exchange Agent to so distribute) to each Common Stockholder entitled to receive payments under Section 1.02(d) or Section 1.03 its Pro Rata Share of such amount in accordance with Section 1.10 and Section 1.11 .

1.08. Escrow Account . Concurrent with the Effective Time, Parent will deliver $ 3,000,000 (such amount, the " Adjustment Escrow Amount ") in immediately available funds into an escrow account (the " Adjustment Escrow Account "), such account to be established and maintained by the Escrow Agent pursuant to the terms and conditions of an escrow agreement substantially in the form of Exhibit G attached hereto, to be entered into on the Closing Date by Parent, the Stockholder Representative and the Escrow Agent (the " Escrow Agreement "). The funds in the Adjustment Escrow Account will serve as the sole and exclusive source of payment of any amount payable to Parent under Section 1.07 . All fees, costs and expenses of the Escrow Agent will be paid by Parent.

1.09. Dissenting Shares . If applicable, and to the extent available under Section 262 of the DGCL, any share of capital stock of the Company that is issued and outstanding immediately prior to the Effective Time and that is held by a Stockholder who did not consent to or vote (by a valid and enforceable proxy or otherwise) in favor of the approval of this Agreement, which Stockholder complies with all of the provisions of the DGCL relevant to the exercise and perfection of dissenters' rights (such share being a " Dissenting Share ," and such Stockholder being a " Dissenting Stockholder "), will not be converted into the right to receive the consideration to which the Dissenting Stockholder would be entitled pursuant to Section 1.02 , but rather will be converted into the right to receive such consideration as may be determined to be due with respect to such Dissenting Share pursuant to Section 262 of the DGCL. If any Dissenting Stockholder fails to perfect such Stockholder's dissenters' rights under the DGCL or effectively withdraws or otherwise loses such rights with respect to any Dissenting Shares, such Dissenting Shares will thereupon automatically be converted into the right to receive the consideration referred to in Section 1.02 , subject to the payment procedures set forth in Section 1.10 and Section 1.11 . Notwithstanding anything to the contrary contained in this Agreement, if the Merger is rescinded or abandoned, then the right of a stockholder to be paid the fair value of such holder's Dissenting Shares pursuant to Section 262 of the DGCL will cease. The Company will not voluntarily make any payment with respect to any demand for appraisal with respect to any Dissenting Shares without the prior written consent of Parent (which consent may or may not be given in the sole and absolute discretion of Parent). Notwithstanding the foregoing, pursuant to the Drag-Along Notice, each Stockholder is required to waive any dissenters' rights, appraisal rights or similar rights that such Stockholder may have in connection with the Merger.

1.10. Withholding . Notwithstanding any provision contained herein to the contrary, Parent will be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as it is required to deduct and withhold with respect to the making of such payment under any provision of Tax Law. If Parent so withholds amounts, such amounts will be treated for all purposes of this Agreement as having been paid to such Person in respect of such deduction and withholding. At least five Business Days prior to the Closing, Parent will (a) notify the Stockholder Representative and the Stockholders of any anticipated withholding, (b) consult with the Stockholder Representative in good faith to determine whether such deduction and withholding is required under applicable Tax Law and (c) cooperate with the Stockholder Representative and the Stockholders to minimize the amount of any applicable withholding.

1.11. Payment Methodology .

(a) The Parties recognize that amounts payable under this Article I , from funds released from the Adjustment Escrow Accounts or pursuant to Section 6.07 to any Employee Restricted Stockholder with respect to his or her shares of Restricted Stock for which an election under Section 83(b) of the Code has not been filed (including distributions of any portion of the Reimbursement Fund Amount) (collectively, " Employee Restricted Stock Proceeds ") may be subject to withholding, other payroll deductions and, solely with respect to the Per Share Common Stock Merger Consideration, amounts to be held back in respect of indebtedness of such Employee Restricted Stockholder due to the Company as of the Closing . Accordingly, to facilitate such payments, the Exchange Agent will promptly deliver to the Surviving Company any Employee Restricted Stock Proceeds (and an amount equal to the employer's share of Taxes applicable to payment thereof), a listing of the Employee Restricted Stockholders who are to receive a portion of such Employee Restricted Stockholders Proceeds and the pre-withholding amounts due to each (each, an " Employee Restricted Stock Proceeds Request Notice "). Upon receipt of an Employee Restricted Stock Proceeds Request Notice and the related Employee Restricted Stock Proceeds, the Surviving Company will make, on the next regular payroll date (but in any event within three Business Days of the Closing with respect to payments of the Per Common Share Closing Cash Consideration and the Per Common Share Parent Stock Consideration), the payments requested in such notice through the Surviving Company's payroll system or cause such requested payments to be made through the payroll system of the Group Company that employs each such Person. Payments made to Employee Restricted Stockholders in accordance with the foregoing will be net of withholding, other normal payroll deductions and, solely with respect to the Per Share Common Stock Merger Consideration, the amount of indebtedness of such Employee Restricted Stockholder due to the Company as of the Closing in satisfaction of such indebtedness .

(b) Any Common Stock Merger Consideration that is payable to a Restricted Stockholder that is not an Employee Restricted Stockholder in respect of shares of Restricted Stock or to an Employee Restricted Stockholder in respect to shares of Restricted Stock for which an election under Section 83(b) of the Code has been filed will be paid directly to such holder (to the account and pursuant to the wire transfer instructions specified by such Restricted Stockholder in its Letter of Transmittal) by the Exchange Agent at each time any such amount becomes payable (and Parent will direct the Exchange Agent to make such payment) .

(c) Except as provided in Section 1.11(a) or (b) , Common Stock Merger Consideration or amounts payable pursuant to Section 6.07 that become payable to a Stockholder will be paid directly to such holder (to the account and pursuant to the wire transfer instructions specified by such holder in its Letter of Transmittal) by the Exchange Agent at each time any such amount becomes payable (and Parent will direct the Exchange Agent to make such payment) .

(d) Any post-Closing payment to be made by Parent to the Stockholder Representative under this Agreement will be made by wire transfer of immediately available funds to an account pursuant to wire transfer instructions given to Parent by the Stockholder Representative.

ARTICLE II.

THE CLOSING

2.01. The Closing . The closing of the Merger (the " Closing ") will take place at the offices of Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, at 10:00 a.m. local time on the second Business Day following full satisfaction or due waiver of all of the closing conditions set forth in Article VIII hereof (other than those to be satisfied at the Closing itself, but subject to the satisfaction or waiver of such conditions) or on such other date and/or time as is mutually agreed to in writing by Parent and the Stockholder Representative (the " Closing Date "). The deliveries required by Article VIII may occur by email, telecopier or courier service and the release of the Closing deliveries from escrow may occur pursuant to a conference call or email.

2.02. The Closing Transactions . Subject to the terms and conditions set forth in this Agreement, on the Closing Date:

(a) the Company and the Merger Sub will cause the Certificate of Merger to be executed and filed with the Secretary of State of the State of Delaware;

(b) the applicable Parties will cause the payments required under Section 1.02 and Section 1.03 to be made in accordance with Section 1.10 and Section 1.11 ;

(c) Parent will deposit the Adjustment Escrow Amount into the Adjustment Escrow Account in accordance with Section 1.08 ;

(d) in accordance with the Payoff Letter, Parent will repay, or cause to be repaid, on behalf of the Group Companies, the Payoff Amount by wire transfer of immediately available funds to the account(s) designated in the Payoff Letter;

(e) Parent will pay, or cause to be paid, on behalf of the Company, the unpaid Estimated Company Transaction Expenses included in the Estimated Closing Statement by wire transfer of immediately available funds as directed by the Stockholder Representative; and

(f) Parent and the Company will make such other deliveries as are required by Article VIII hereof.

ARTICLE III.

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Parent as follows in this Article III .

3.01. Existence and Good Standing . Each of the Group Companies is duly organized, validly existing and, to the extent applicable in the respective jurisdiction, in good standing under the Laws of the jurisdiction in which it is incorporated or organized. Each of the Group Companies has all requisite corporate or limited liability company power and authority to own, lease and operate the properties and assets it owns, leases and operates and to carry on its business as such business is conducted, as of the date hereof. Each of the Group Companies is qualified to do business as a foreign entity in each jurisdiction in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where failure to be so duly qualified would not reasonably be expected to have, individually or in the aggregate, an adverse effect on the Group Companies in a material respect. The Company has made available to Parent an accurate and complete copy of each Governing Document of each member of the Group Company, in each case, as in effect as of the date of this Agreement. Such Governing Documents are in full force and effect.

3.02. Authority; Enforceability . The Company has the full corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party, and to perform its obligations under this Agreement and the other Transaction Documents to which it is a party, subject (in the case of performance) to obtaining the Written Stockholder Consent. The execution, delivery and performance of this Agreement and the other Transaction Documents to which the Company is a party have been duly and validly authorized by all required corporate action on behalf of the Company, subject to obtaining the Written Stockholder Consent. This Agreement and each of the other Transaction Documents to which the Company is a party (or will be a party at the Closing) constitutes (or will constitute) the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Legal Requirements relating to or affecting creditors' rights generally or by equitable principles (regardless of whether enforcement is sought at law or in equity).

3.03. No Violations . The execution and delivery of this Agreement by the Company and the execution and delivery of the other Transaction Documents to which the Company is a party does not and will not, and the performance and compliance with the terms and conditions hereof and thereof by the Company and the consummation of the transactions contemplated hereby and thereby by the Company will not (with or without notice or passage of time, or both):

(a) except for (i) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, (ii) the Written Stockholder Consent, (iii) compliance with and filings under the HSR Act and (iv) any violation, conflict, breach or default resulting solely from Parent or the Merger Sub being party to the transactions contemplated hereby, violate, conflict with, result in a breach or constitute a default under any of the provisions of the certificates of incorporation or bylaws (or equivalent organizational documents) of any Group Company; or

(b) (i) violate or conflict with any provision of, (ii) cause a default under, or (iii) give rise to, or result in, a right of termination, cancellation, or acceleration of any obligation under any Legal Requirement applicable to a Group Company.

3.04. Capitalization; Subsidiaries .

(a) The authorized capital stock of the Company consists of 3,000,000 shares of Series A Preferred Stock, par value $0.001 (" Preferred Stock "), and 3,000,000 shares of common stock, par value $0.001 per share (" Common Stock "). On the date hereof, the issued and outstanding shares of capital stock of the Company consist of (i) 1,000,000 shares of Preferred Stock, and (ii) 1,155,000 shares of Common Stock, of which there are 155,000 shares which were granted pursuant to the Company Equity Plan. All the outstanding shares of capital stock of the Company have been duly and validly issued and are fully paid and non-assessable, and were issued in all material respects in accordance with the registration or qualification requirements of the Securities Act of 1933, as amended, and any relevant state securities Laws or pursuant to valid exemptions therefrom.

(b) Schedule 3.04 accurately sets forth the name and place of incorporation or formation of each Subsidiary of the Company. As of the date hereof, each Subsidiary of the Company is directly or indirectly wholly owned by the Company. Each Group Company's issued and outstanding shares of capital stock, nominal share capital or other equity securities have been, to the extent applicable, duly authorized and validly issued and are fully paid and non-assessable. Except as set forth in Schedule 3.04 , there are no agreements requiring any Group Company to issue, transfer, sell or otherwise dispose of any shares of capital stock or other securities of any Group Company, including any options, warrants, subscriptions, rights, calls or other similar commitments or agreements relating thereto. Except as set forth in Schedule 3.04 , no shares of capital stock or other securities of any Group Company, are subject to any proxies, voting agreements, voting trusts or other similar arrangements which affect the rights of holder(s) to vote such securities, nor are any stockholder agreements, buy-sell agreements, restricted stock purchase agreements, preferred stock purchase agreements, warrant purchase agreements, stock issuance agreements, stock option agreements, rights of first refusal or other similar agreements existing as of the date hereof with respect to such securities which in any manner would affect the title of any holder(s) to such securities or the rights of any holder(s) to sell the same free and clear of all Liens.

3.05. Financial Statements and Other Financial Matters; No Undisclosed Liabilities .

(a) Set forth in Schedule 3.05 are the following financial statements (collectively, the " Company Financial Statements "):

(i) the audited consolidated balance sheet of the Company and its consolidated Subsidiaries as of December 31, 2015 (such balance sheet, the " Latest Balance Sheet " and such date, the " Latest Balance Sheet Date "), and the audited related consolidated income statements for the twelve-month period then ended (such income statements, the " Latest Income Statement "); and

(ii) the audited, consolidated balance sheets of the Company and its consolidated Subsidiaries as of December 31, 2014, December 31, 2013 and December 31, 2012 and the related consolidated statements of operations and comprehensive income (loss), stockholder's equity and cash flows for the years ended December 31, 2014, December 31, 2013 and December 31, 2012.

(b) The Company Financial Statements have been prepared on a consistent basis with the Company's past practices in accordance with GAAP, except as noted therein, and fairly present in all material respects the financial condition and results of operations of the Group Companies (taken as a whole) at the respective dates and for the respective periods described above. Since December 31, 2014, no Group Company has changed its accounting policies, principles, methods or practices in any material respect, and all of such policies, principles, methods and practices are in accordance with GAAP.

(c) Since the Latest Balance Sheet Date, none of the Group Companies has incurred any obligation or liability (whether accrued, absolute, contingent or otherwise) of the type required to be reflected on a consolidated balance sheet prepared in accordance with GAAP applied on a basis consistent with the Latest Balance Sheet, other than any such liabilities or obligations (i) incurred in the Ordinary Course of Business since the Latest Balance Sheet Date (none of which results from or arises out of any material breach of or material default under any contract, material breach of warranty, tort, material infringement or material violation of law), (ii) that are described in Schedule 3.05 or (iii) otherwise disclosed in this Agreement or the Disclosure Schedules.

Except as set forth in Schedule 3.05 , none of the Group Companies has any Indebtedness outstanding as of the date hereof.

3.06. Absence of Certain Changes . During the period from the Latest Balance Sheet Date to the date hereof, except as set forth in Schedule 3.06 , each Group Company has conducted its business in the ordinary course substantially consistent with past practices and:

(a) there has not been a Material Adverse Effect;

(b) none of the Group Companies has declared, set aside or paid any dividend or other distribution or payment in respect of its securities other than intercompany distributions made in the Ordinary Course of Business;

(c) none of the Group Companies has sold, assigned, transferred, conveyed, leased or otherwise disposed of any material portion of its assets or incurred any Indebtedness, except in the Ordinary Course of Business;

(d) none of the Group Companies has made any loans, advances, or capital contributions to, or investments in, any Person other than another Group Company;

(e) none of the Group Companies has (i) increased the base salary or base wages payable to any of its officers or employees other than increases made in the Ordinary Course of Business, (ii) increased severance obligations payable to any of its officers or employees or (iii) made or committed to make any bonus payment to any of its employees or agents other than payments or arrangements in the Ordinary Course of Business;

(f) none of the Group Companies has acquired by merger, consolidation or otherwise any business of any Person or division thereof;

(g) except as set forth on Schedule 3.11 , there has not been any casualty event that has resulted in or is reasonably likely to result in a loss in excess of $500,000, whether or not covered by insurance;

(h) there has not been any material change by any of the Group Companies in accounting or Tax reporting principles, methods or policies;

(i) none of the Group Companies has made or rescinded any election relating to Taxes, settled or compromised any claim relating to Taxes, or amended any Tax Return;

(j) none of the Group Companies has made any change in the manner in which such Group Company generally extends discounts or credits to customers, other than in the Ordinary Course of Business;

(k) none of the Group Companies has settled any material Legal Proceedings; and

(l) none of the Group Companies has agreed or committed, whether orally or in writing, to do any of the foregoing.

3.07. Real Property .

(a) Schedule 3.07(a) describes all real property owned in fee by any of the Group Companies (the " Owned Real Property ") as of the date hereof. The Group Companies have made available to Parent copies of all title insurance policies insuring each Owned Real Property as of the date hereof and copies of the most recent surveys of the same, in each case, in any Group Company's possession. A Group Company has good and marketable fee simple title to the Owned Real Property and such title is free and clear of Liens except for Permitted Liens.

(b) Schedule 3.07(b) describes all real property in which any of the Group Companies owns a leasehold interest as of the date hereof (the " Leased Real Property " and together with the Owned Real Property, the " Company Real Property ") and a complete list of the Real Property Leases applicable thereto . A true and complete copy of each of the Real Property Leases, as in effect as of the date hereof, has been delivered to Parent and none of the Real Property Leases has been modified in any respect, except to the extent that such modifications are disclosed by the copies delivered to Parent. The title in and to the leasehold interests in the Leased Real Property of each of the Group Companies is free and clear of Liens, except for Permitted Liens . Each of the Real Property Leases is in full force and effect and the Group Companies hold valid and existing leasehold interests thereunder for the term thereof. No Group Company has previously assigned its interest or granted any other security interest in any of the Real Property Leases. No event or circumstance has occurred or exists which, if not remedied, would, either with or without notice or the passage of time or both, constitute a material breach or default by a Group Company, or permit the termination, modification or acceleration of rent under, any Real Property Lease.

(c) The Company Real Property constitutes all of the material real property used as of the date hereof in the conduct of the business as conducted by the Group Companies as of the date hereof. There are no leases, subleases, assignments, occupancy agreements or other agreements granting to any Person (other than the Group Companies) the right of use or occupancy of any Company Real Property.

(d) With respect to each parcel of Company Real Property:

(i) except as would not be material to the Group Companies, none of the buildings, structures, improvements or appurtenances thereon are located outside of the boundary lines of such land, contravenes any setback requirement, zoning ordinance or other administrative regulation (whether or not permitted because of prior non-conforming use), encroaches on any easement which may burden the land or violates any restrictive covenant or any provision of any Legal Requirement;

(ii) as of the date hereof, there are no pending or, to the Knowledge of the Company, threatened condemnation proceedings, lawsuits or administrative actions relating thereto, or other matters materially and adversely affecting the use as of the date hereof, occupancy, or value thereof; and

(iii) such parcel has access, sufficient for the conduct of the business as conducted by the Group Companies as of the date hereof, to public roads and to all utilities used in the operation of the business at that location as of the date hereof.

3.08. Tax Matters . Except as set forth in Schedule 3.08 :

(a) all material Tax Returns required to be filed or provided prior to the date hereof (after giving effect to any valid extensions of time in which to make such filings) by or with respect to any of the Group Companies have been duly and timely filed or provided and all such filed material Tax Returns are true, correct and complete in all material respects;

(b) all material Taxes for which any of the Group Companies are liable have been timely paid in full;

(c) any Taxes or Tax liabilities that relate to a taxable period (or portion thereof) ending on or prior to the Closing Date that are not yet due and payable have been properly accrued on the Financial Statements or, with respect to taxable periods not reflected on the Financial Statements, on the books and records of the Group Company, in each case, in accordance with GAAP;

(d) each Group Company has withheld and timely paid all material Taxes required to have been withheld and paid by it and all such payments have been properly reported to Governmental Entities in accordance with applicable Legal Requirements;

(e) no Tax audits or claims or assessments or administrative or judicial proceedings are pending against or, to the Knowledge of the Company, proposed or threatened against, any of the Group Companies;

(f) none of the Group Companies has received any proposed deficiencies or other written claims from any Governmental Entity for unpaid Taxes of any of the Group Companies that remains open and outstanding;

(g) none of the Group Companies has in force (or has received a written request for) any waiver of any statute of limitations in respect of Taxes or any extension of time with respect to a Tax assessment or deficiency or the due date of any Tax Return;

(h) no written claim has been made by a Governmental Entity in a jurisdiction where any Group Company does not file Tax Returns that such Group Company is or may be subject to taxation in that jurisdiction, which claim remains open and outstanding;

(i) there are no Liens on any of the assets of any of the Group Companies that arose in connection with any failure (or alleged failure) to pay any Tax (other than a Tax not yet due and payable);

(j) since December 30, 2011, no Group Company has been a member of a group of corporations filing a consolidated, combined or unitary Tax Return (other than a group of which a Group Company or the Company is the parent);

(k) no Group Company has any liability for the Taxes of any other Person (i.e., a Person that is not a Group Company) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Legal Requirements), as a transferee or successor, by contract (other than a contract the principal subject matter of which is not Taxes) or otherwise;

(l) since January 1, 2013, none of the Group Companies has distributed the stock of another Person, or has had its stock distributed by another Person, in a transaction that was purported or intended to be governed in whole or in part by Sections 355 or 361 of the Code; and

(m) none of the Group Companies has participated in any "listed transaction" as defined in Treasury Regulations Section 1.6011-4 (or any predecessor provision);

(n) there are no Tax rulings, requests for rulings, or closing agreements relating to Taxes for which Group Company may be liable that could affect the any of the Group Company's liability for Taxes for any taxable period ending after the Closing Date;

(o) No Group Company will be required to include or accelerate the recognition of any item in income, or exclude or defer any deduction or other tax benefit, in each case in any taxable period (or portion thereof) after Closing, as a result of any change in method of accounting, closing agreement, intercompany transaction, installment sale, election under Section 108(i) of the Code, or the receipt of any prepaid amount, in each case prior to Closing;

(p) no election under Section 336(e) of the Code or the Treasury Regulations thereunder will affect any item of income, gain, loss or deduction any of the Group Companies after the Closing; and

(q) all Tax sharing arrangements or Tax indemnity arrangements relating to the any Group Company will terminate prior to the Closing Date and no Group Company will have any liability thereunder on or after the Closing Date.

(r) This Section 3.08 contains the sole and exclusive representations and warranties of the Company with respect to compliance with any tax matters.

3.09. Contracts .

(a) Schedule 3.09(a) sets forth a correct and complete list of the following Contracts to which any of the Group Companies is a party or bound as of the date hereof, other than those that have terminated or have been fully performed in accordance with their terms or that have no material, continuing rights or obligations thereunder (each, as amended to date, a " Material Contract "):

(i) each written employment or consulting Contract that provides for base compensation of more than $ 150,000 per annum;

(ii) each lease or agreement under which the Company is lessee of, or holds or operates any personal property owned by any other party, for which the annual rental exceeds $500,000 (excluding the Real Property Leases);

(iii) each Contract (other than purchase orders entered into by the Group Companies in the Ordinary Course of Business and Contracts that can be terminated on not more than 90 days' notice) that involves future payments, performance or services or delivery of goods or materials to or by any of the Group Companies of any amount or value reasonably expected to exceed $1,000,000 in the 2015 fiscal year or the 2016 fiscal year or $5,000,000 in the aggregate;

(iv) requiring or providing for any capital expenditure in excess of $500,000;

(v) each Contract by which any Intellectual Property is licensed to or licensed from any of the Group Companies and that involves annual individual license or maintenance fees in excess of $100,000 , other than pursuant to licenses to a Group Company with respect to off-the-shelf or other unmodified commercially available software, including software licensed under "click-wrap" or "shrink-wrap" agreements ;

(vi) each material joint venture, partnership, strategic alliance or licensing arrangement (other than licenses of Intellectual Property) with a third party involving the sharing of profits of any of the Group Companies with such third party;

(vii) each Contract that prohibits any Group Company from competing in the business of the Group Companies as conducted as of the date hereof or in any geographic area or that restricts any Group Company's ability to solicit or hire any person as an employee;

(viii) each Contract with any director, officer, employee or equity holder of any Group Company (other than Contracts relating to any person's employment with a Group Company);

(ix) each Contract under which any Group Company has made advances or loans to another Person, other than to another Group Company or with respect to employee advances for business expenses in the Ordinary Course of Business;

(x) each Contract relating to the incurrence, assumption or guarantee of any material Indebtedness;

(xi) each written or, to the Knowledge of the Company, oral contract with a Material Customer or Material Supplier containing any "most favored nations", first refusal, first offer provisions, or similar terms;

(xii) each Contract with any labor union or collective bargaining association representing any employee of a Group Company; and

(xiii) each Contract for the sale of any of the material assets of a Group Company other than in the Ordinary Course of Business or for the grant to any Person of any preferential purchase rights to purchase any of its material assets.

(b) With respect to each Material Contract, and except as set forth in Schedule 3.09(b) , (i) such Material Contract is the legal and valid obligation of the Group Company party thereto, and, to the Knowledge of the Company, of each other party thereto, enforceable against each of the Group Companies and, to the Knowledge of the Company, each other party thereto, in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Legal Requirements relating to or affecting creditors' rights generally or by equitable principles (regardless of whether enforcement is sought at law or in equity), (ii) such Material Contract is in full force and effect, and neither the Group Company party thereto nor, to the Knowledge of the Company, any other Person is in material breach or material default thereunder, and (iii) no Group Company has given a written notice of its intent to terminate, materially modify, materially amend or otherwise materially alter the terms and conditions of any Material Contract or has received any written claim of default under any Material Contract. The Company has furnished or made available to the Company true and complete copies of all Material Contracts, including any amendments to such Material Contracts.

3.10. Intellectual Property .

(a) Schedule 3.10 sets forth a true and complete list of all registrations and all applications for registration of Intellectual Property that is necessary for the Group Company's business or operations and which is material to the business, that is owned by any Group Company, and all registrations and registration applications are titled in the name of a Group Company. All Intellectual Property listed on Schedule 3.10 is subsisting and to the Knowledge of the Company is valid and enforceable and owned free and clear of any liens. The Group Companies own or have valid rights to use all Intellectual Property that is material to the operations of the business as conducted as of the date hereof.

(b) Except as set forth on Schedule 3.10 , no Group Company has received any written notice of any violation or infringement of any asserted rights of any other Person, or invalidity of any Intellectual Property of the Group Companies with respect to any Intellectual Property of any other Person, nor, to the Knowledge of the Company, is any Group Company in violation or infringement of any Intellectual Property of any other Person. Except as set forth on Schedule 3.10 , to the Knowledge of the Company, no third party is infringing, in any material respect, any of the Intellectual Property of the Group Companies. To the Knowledge of the Company, the conduct of the Group Companies and Affiliates as currently conducted does not infringe, or misappropriate the Intellectual Property rights of any Person.

(c) Except as set forth on Schedule 3.10 , the Group Companies have the right to use, execute, reproduce, display, perform, modify, enhance, distribute, prepare derivative works of and sublicense, without payment to any other Person, all of the Intellectual Property owned or purported to be owned by the Group Companies.

(d) Except as set forth on Schedule 3.10 , the Group Companies do not use, and have not used the past, any Open Source Software. To the Knowledge of the Company, none of the Intellectual Property contains any virus, computer instructions, circuitry, or other technological means intended to disrupt, damage or interfere with operations of applicable software. If software that is material to the operation of the business has been created by and is owned by the Group Companies, the name of the program and purpose is indicated on Schedule 3.10 .

(e) Except as set forth on Schedule 3.10 , each of the employees, agents, consultants, contractors and others who have contributed to or participated in the discovery, creation or development of any material Intellectual Property on behalf of the Group Companies (" Personnel ") (i) has assigned to the Company, or is under a valid obligation to assign to the Group Companies by Contract or otherwise, all right, title and interest in such Intellectual Property, or (ii) is a party to a valid "work for hire" agreement under which the Group Companies are deemed to be the original author/owner of all subject matter included in such Intellectual Property; or (iii) to the extent the Personnel do not have the ability to take any of the actions described in the foregoing clauses (i) or (ii), has granted to the Group Companies a license or other legally enforceable right granting the Group Companies perpetual, unrestricted and royalty-free rights to use such Intellectual Property. Immediately after the closing, Merger Sub shall own all right, title and interest of the Group Companies under all Contracts and other arrangements described in clauses (i), (ii) and (iii).

(f) To the Knowledge of the Company, each of the Group Companies have taken commercially reasonable measures to maintain and protect the secrecy, confidentiality and value of the Trade Secrets of such Group Company. To the Knowledge of the Company, no unauthorized disclosure of any such Trade Secret has been made.

(g) Subject to any necessary notices and consents, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and thereby will not result in the forfeiture, cancellation, termination or other material impairment of, or give rise to any right of any Person to cancel, terminate or otherwise impair the right of the Group Companies to own or use or otherwise exercise any other rights that the Acquired Entities currently have with respect to any Intellectual Property that is, individually or in the aggregate, material to the Group Companies.

3.11. Legal Proceedings; Orders . Except as set forth in Schedule 3.11 , as of the date hereof, there are no, and since December 31, 2013 there have not been any, Legal Proceedings pending, nor, to the Knowledge of the Company, is there any Legal Proceeding threatened in writing against any of the Group Companies. Except as set forth in Schedule 3.11 , there is no judgment, order, writ, injunction, decree or other similar award outstanding (whether rendered by a court, administrative agency or other Governmental Entity, or by arbitration) against any Group Company or by which any Group Company is bound that involves an unsatisfied monetary obligation in excess of $250,000 or otherwise materially affects the ongoing business or any material assets or properties of any Group Company, and no Group Company is in breach of any such judgment, order, writ, injunction, decree or similar award; provided that the representation in this sentence is not intended to cover Permits (which are covered in Section 3.16).

3.12. Consents . No approval, consent, waiver or authorization of, and no order or filing with, any Governmental Entity or any counterparty to a Material Contract or Real Property Lease is or will be required to be obtained or made by or on behalf of any Group Company in connection with the execution, delivery or performance of this Agreement and the consummation of the Merger hereunder, except (a) for those set forth in Schedule 3.12 , (b) for the applicable requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (the " HSR Act "), (c) for the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and (d) where the failure to obtain such approval, consent, waiver, authorization or other order, or to make such declaration, filing, registration, qualification or recording would not have a Material Adverse Effect.

3.13. Employee Benefit Plans .

(a) Schedule 3.13(a) sets forth a correct and complete list of all material Company Employee Benefit Plans.

(b) There has been made available to Parent, with respect to each material Company Employee Benefit Plan in effect as of the date hereof, the following, to the extent applicable: (i) a copy of each current plan document for each Company Employee Benefit Plan or, in the case of an unwritten Company Employee Benefit Plan, a written description thereof, (ii) a copy of each current annual report and summary annual report (including all Schedules and attachments), (iii) a copy of each current summary plan description, together with each summary of material modification with respect to such plan, (iv) with respect to each such plan that is intended to be qualified under Section 401(a) of the Code, a copy of the determination letter issued by the Internal Revenue Service with respect to the qualified status of such plan, and (v) a copy of each current trust agreement and insurance contract.

(c) Each Company Employee Benefit Plan has been maintained, operated and administered in all material respects in accordance with its terms and any related documents or agreements, and in compliance in all material respects with all applicable Legal Requirements, including ERISA and the Code. Each Company Employee Benefit Plan intended to be qualified under Section 401(a) of the Code has been determined by the Internal Revenue Service to be so qualified, and to the Knowledge of the Company, nothing has occurred since the date of any such determination that could reasonably be expected to give the Internal Revenue Service grounds to revoke such determination.

(d) All material contributions and payments that are due and owing have been paid to or pursuant to each Company Employee Benefit Plan (or to its related trust) are held in the general assets of any Group Company or have been reflected on the Company Financial Statements.

(e) Except as set forth in Schedule 3.13(e), no Company Employee Benefit Plan is covered by Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code and none of the Group Companies nor any ERISA Affiliate of any of the Group Companies has sponsored, maintained, contributed or had any liability with respect to such a plan within the six years prior to the Closing Date. None of the Group Companies nor any ERISA Affiliate of any of the Group Companies contributes to or has an obligation to contribute to, and has not at any time within the six years prior to the Closing Date contributed to, had an obligation to contribute to or had otherwise any liability with respect to any "multiemployer plan" as defined in Section 3(37) of ERISA or Section 414(f) of the Code or a "multiple employer plan" within the meaning of Section 210(a) of ERISA or Section 413(c) of the Code. No Company Employee Benefit Plan provides post-termination medical or life insurance benefits to any Person, other than as required by Section 4980B of the Code.

(f) As of the date hereof, there are no Legal Proceedings pending (other than routine claims for benefits) or, to the Knowledge of the Company, threatened against any of the Company Employee Benefit Plans.

(g) Except as set forth in Schedule 3.13(g) , neither the execution of this Agreement nor the consummation of the Merger will (i) entitle any employee, officer or director of the Group Company to any material payment, (ii) accelerate the time of payment, vesting, funding or materially increase the amount of compensation due to any employee, officer, consultant or director from the Group Companies, (iii) result in any payments which would not be deductible under Section 280G of the Code, (iv) give rise to any material liability under any Company Employee Benefit Plan, (v) limit or restrict the right to merge, materially amend, terminate or transfer the assets of any Company Employee Benefit Plan or (vi) require a "gross-up," indemnification for, or payment to any individual for any taxes imposed under Section 409A or Section 4999 of the Code or any other tax.

(h) This Section 3.13 contains the sole and exclusive representations and warranties of the Company with respect to compliance with any employee benefit matters.

3.14. Insurance . Schedule 3.14 sets forth a list of all policies of insurance maintained by, or for the benefit of, each Group Company as of the date hereof (specifying the insurer and type of insurance) and also lists each claim (other than a claim that resulted in coverage of less than $50,000) made by a Group Company since December 31, 2012 (including with respect to insurance obtained but not currently maintained). Except as set forth in Schedule 3.14 , all insurance coverage maintained with respect to the Group Companies is occurrence-based. With respect to each insurance policy listed in Schedule 3.14 no Group Company or, to the Knowledge of the Company, insurer, is in breach or default (including with respect to the payment of premiums or the giving of notices), under such policy. All such policies are in full force and effect and no notice of early cancellation or early termination has been received by any Group Company with respect to any such policy and the policy limits have not been exhausted or, except as set forth in Schedule 3.14 , reduced excess liability limits by an amount equal to or greater than $1,000,000. All claims, occurrences, litigation and circumstances that could lead to a claim that would be covered by insurance policies have been properly reported to and accepted by the applicable insurer in a timely fashion. Except as disclosed in Schedule 3.11 , since January 1, 2013, no insurer has made a "reservation of rights" or refusal to cover any or all of any portion of any matters, subject to applicable policy limits, deductibles and self-insurance retentions.

3.15. Legal Requirements and Permits .

(a) Each of the Group Companies is in compliance in all material respects with all applicable Legal Requirements. To the Knowledge of the Company, no Group Company is under investigation by any Governmental Entity with respect to any alleged material violation of any applicable Legal Requirements.

(b) The Group Companies have been granted all licenses, permits, consents, approvals, franchises and other authorizations under any Legal Requirement (each a " Permit ") necessary for and material to the conduct of the business as conducted as of the date hereof, taken as a whole (collectively, the " Material Permits "). The Material Permits are valid and in full force and effect and each Group Company is in material compliance with all of its Material Permits. There is no lawsuit or similar proceeding pending or, to the Knowledge of the Company, threatened, to revoke, suspend, withdraw or terminate any Material Permit.

This Section 3.15 will not apply to any matters relating to environmental matters, tax matters or employee benefit plan matters as it is the Parties' intent that Sections 3.16 , 3.08 and 3.13 , respectively, will cover such matters exclusively.

3.16. Environmental Matters .

(a) Each of the Group Companies is, and since December 30, 2011 has been, in compliance in all material respects with all applicable Environmental Laws (which compliance includes, the possession by the Group Companies of all permits and other governmental authorizations required under applicable Environmental Laws and compliance in all material respects with the terms and conditions thereof).

(b) There is no material Environmental Claim pending or, to the Knowledge of the Company since December 30, 2011, threatened against any of the Group Companies. To the Knowledge of the Company, there has been no Release of any Hazardous Materials at any Company Real Property or Former Real Property, and no handling, storage or generation of wastes containing Hazardous Materials except for inventories of such substances to be used, and wastes generated therefrom, in the Ordinary Course of Business of the Group Companies (which inventories and wastes, if any, were and are stored or disposed of in accordance with applicable Environmental Laws).

(c) No Group Company is subject to as of the date hereof, nor, since December 30, 2011, has been subject to, any Order (other than Orders not issued specifically with respect to the Group Companies or the Company Real Property) relating to compliance with, or the Release or cleanup of Hazardous Materials under, any applicable Environmental Laws.

(d) The Company has provided to Parent complete and correct copies of all Phase I reports and other third-party studies commissioned since January 1, 2012 in its possession pertaining to the environmental condition of the Owned Real Property or business of any of the Group Companies, or the compliance (or noncompliance) by any of the Group Companies with any Environmental Laws.

(e) This Section 3.16 , contains the sole and exclusive representations and warranties of the Company with respect to compliance with or liability under any Environmental Laws.

3.17. Relationships with Related Persons . Except as set forth in Schedule 3.17 , the Group Companies are not parties to any Contracts with any Affiliate, shareholder, employee, officer or director of any Group Company other than Contracts governing an individual's provision of services to the Group Companies, Restricted Stock and employee benefits. No Group Company has loaned any amounts that remain outstanding to any director, officer, shareholder, member, manager or employee of any Group Company, other than in the Ordinary Course of Business, and no Group Company has borrowed funds from any of the foregoing that remains outstanding. There are no loans, advances or Indebtedness incurred by any Group Company from any director, officer, shareholder, member, manager, employee or Affiliate of any Group Company. Except as set forth on Schedule 3.17 , no Affiliate (other than a Group Company) of a Group Company, (i) owns any material property right, tangible or intangible, which is used by a Group Company in the conduct of its business or (ii) owns, directly or, to the Knowledge of the Company, indirectly, any Person that is a material customer, supplier, competitor or lessor of any Group Company.

3.18. Employees; Employment Matters and Independent Contractors .

(a) None of the Group Companies domiciled in the United States is bound by or subject to any Contract with any labor union. To the Knowledge of the Company, except as set forth in Schedule 3.18(a), as of the date hereof, no labor union has requested or has sought to represent any of the employees of the Group Companies in the United States. As of the date hereof and within the 12 months prior to the date hereof, there is no, nor has there been any material labor dispute involving the employees of the Group Companies in the United States pending or, to the Knowledge of the Company, threatened against any Group Company. No Group Company has engaged in any plant closing or employee layoff activities since the last Balance Sheet Date that violated the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar state or local plant closing or mass layoff statute, rule or regulation.

(b) Except as set forth in Schedule 3.18(b), each Group Company is in compliance in all material respects with all applicable Laws respecting labor, employment, fair employment practices (including equal employment opportunity laws), terms and conditions of employment, classification of employees, workers' compensation, occupational safety and health, immigration, affirmative action, employee and data privacy, plant closings, and wages and hours. Since January 1, 2011, each Group Company has in all material respects properly completed and retained a Form I-9 with respect to each of its current and past employees. All material payments due from any Group Company on account of wages have been paid or properly accrued as a liability on the books of such Group Company. Except as set forth on Schedule 3.18(b) , there is no pending or, to the Knowledge of the Company, threatened charge, complaint, arbitration, audit, investigation or other action brought by or on behalf of, or otherwise involving, any current or former employee, any person alleged to be a current or former employee, any applicant for employment, or any class of the foregoing, or any Governmental Entity, that involves the labor or employment relations and practices of any Group Company that could reasonably be expected to result, individually or in the aggregate, in any material liability to any Group Company.

(c) To the Knowledge of the Company, no executive or management-level employee of any Group Company is party to any confidentiality, non-competition, non-solicitation, proprietary rights or other such agreement that would materially restrict the performance of such Person's current employment duties with any Group Company or the ability of any Group Company to conduct its business as currently conducted.

(d) Except as set forth in Schedule 3.18(d), no collective labor agreement or similar agreement is applicable to the Group Companies domiciled outside the United States or any of their employees, and there are no agreements with any trade union, staff association or staff works council or other organization of employees or workers. As of the date hereof and within the 12 months prior to the date hereof, there is not, nor has there been, any material labor dispute involving the employees of the Group Companies outside the United States pending or, to the Knowledge of the Company, threatened against any Group Company.

(e) The Group Companies have complied with all material information reporting and backup withholding requirements, including the maintenance of required records with respect thereto, in connection with amounts paid to any employee or independent contractor.

(f) The Group Companies have in all material respects correctly classified those individuals performing services as common law employees, leased employees, independent contractors or agents.

(g) No Group Company has any material liability or obligations under any applicable Law, including under or on account of any Company Employee Benefit Plan, arising out of the misclassification of any person as a consultant, independent contractor or temporary employee, as applicable, and no such Person is entitled to any compensation or benefits in any material amount from any Group Company under any applicable Law or Company Employee Benefit Plan that he or she has not received or that is not properly accrued in the Company's financial records and financial statements in accordance with GAAP.

3.19. Material Customers and Suppliers . Schedule 3.19 sets forth a true and complete list of (a) the 10 largest customers of the Group Companies on a consolidated basis (based on dollar volume of sales to such customers) (each, a " Material Customer ") and (b) the 10 largest suppliers of the Group Companies on a consolidated basis (based on dollar volume of purchases from such suppliers) (each. a " Material Supplier "), in each case, for the 12-month period ended December 31, 2015. To the Knowledge of the Company, there exists no condition or event that, after notice or passage of time or both, would constitute a default by any party to any Material Contract with a Material Customer or Material Supplier. Since January 1, 2015, no Material Customer or Material Supplier has notified any Group Company in writing that it intends to discontinue or materially and adversely change its relationship with any Group Company other than by fluctuations in purchase order volume that occur in the Ordinary Course of Business.

3.20. Brokers' Fees . Except as set forth in Schedule 3.20 , no Group Company is liable for any investment banking fee, finder's fee, brokerage payment or other like payment in connection with the origination, negotiation or consummation of the transactions contemplated herein that will be the obligation of Parent or any of the Group Companies (following the Closing).

3.21. Bank Accounts . Schedule 3.21 sets forth a true and complete list of (a) the name and address of each bank with which the Group Companies have an account or safe deposit box, (b) the name of each Person authorized to draw thereon or have access theret o , and (c) the account number for each bank account of the Group Companies.

3.22. Absence of Certain Payments . As of the date of this Agreement, to the Knowledge of the Company, no employee of a Group Company has, and no agent or representative when acting on behalf of a Group Company has, in violation of Law (i) used any corporate funds for any contribution, gift, entertainment or other expense relating to political activity; (ii) made any direct or indirect payment to any foreign or domestic government official or employee from corporate funds; (iii) violated any provision of the Foreign Corrupt Practices Act of 1977; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other payment.

3.23. Books and Records . All books and records of the Group Companies are accurate and are maintained in accordance with applicable Laws in all material respects.

3.24. Title, Condition and Sufficiency of Assets .

(a) Except as set forth on Schedule 3.24(a) , the Company or one of its Subsidiaries owns good title to, or holds pursuant to valid and enforceable leases, all of the items of tangible, personal property shown to be owned or leased by it on the Latest Balance Sheet, free and clear of all Liens, except for Permitted Liens, except for items that have been sold or disposed of subsequent to the date of the Latest Balance Sheet in the Ordinary Course of Business.

(b) The buildings, plants, structures, and equipment owned or leased by the Group Companies are, to the Company's Knowledge, in good operating condition and repair, and adequate for the uses to which they are being put, and, except as described on Schedule 3.24(b), to the Knowledge of the Company, none of such buildings, plants, structures, or equipment is in need of maintenance or repairs other than ordinary, routine maintenance conducted in the Ordinary Course of Business that is not material in nature or cost, individually or in the aggregate.

(c) The assets owned and leased by the Group Companies constitute all the assets used in connection with the business of the Group Companies. Such assets constitute all the assets necessary for the Group Companies to continue to conduct its business following the Closing as it is currently being conducted in the Ordinary Course of Business.

3.25. Company Information. None of the information supplied or to be supplied by any of the Group Companies or any of their respective Affiliates relating to the Group Companies and/or their respective stockholders, members, control Persons and Representatives expressly for inclusion in the filings with the SEC, mailings to Parent's stockholders with respect to the Offer, and/or the redemption of Parent Common Stock, any supplements thereto and/or in any other document filed with any Governmental Entity in connection herewith (including the Offer Documents), will, at the date of filing and/or mailing, as the case may be, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading (subject to the qualifications and limitations set forth in the materials provided by the Company or that are included in such filings and/or mailings). No representation or warranty is made by the Company or any of their respective Affiliates with respect to statements made or incorporated by reference therein based on information supplied or to be supplied by, or on behalf of, Parent or any of its Affiliates.

3.26. Vote Required. The approval of the Common Stockholders is the only vote of any class or series of capital stock of the Company required to approve this Agreement and the Merger.

3.27. Permitted Acquisitions.

(a) The Company has provided Parent with a copy of all letters of intent, non-disclosure agreements, confidentiality agreements, purchase, acquisition or similar business combination agreements and all ancillary documentation relating thereto in existence as of the date hereof in connection with any contemplated Permitted Acquisition.

(b) The Company has provided Parent with a reasonable and good faith estimate of the anticipated impact of each Permitted Acquisition contemplated as of the date hereof on the Acquisition Adjustment Amount and has provided Parent with reasonable supporting documentation that has been prepared in good faith that details the Company's calculation as of the date hereof of the impact on the Acquisition Adjustment Amount.

(c) Except for the Permitted Acquisitions listed on Schedule 3.27 that are contemplated as of the date hereof, no Group Company has entered into any letter of intent, non-disclosure agreement, confidentiality agreement, purchase, acquisition or similar business combination agreement with any Person concerning an acquisition, merger or similar business combination that is contemplated as of the date hereof.

3.28. Accredited Investor Questionnaires . Prior to the date hereof, the Company has provided Parent with a duly completed and executed Accredited Investor Questionnaire from each Common Stockholder who is an individual.

ARTICLE IV.

REPRESENTATIONS AND WARRANTIES OF PARENT AND THE MERGER SUB

Each of Parent and the Merger Sub hereby represents and warrants to the Company as follows:

4.01. Organization and Power . Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder. The Merger Sub is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder. There is no pending, or to Parent's Knowledge, threatened, action for the dissolution, liquidation or insolvency of either Parent or the Merger Sub.

4.02. Authorization . Subject to receipt of the Parent Stockholder Approval, the execution, delivery and performance of this Agreement by Parent and the Merger Sub and the consummation of the transactions contemplated hereby have been duly and validly authorized by all requisite corporate action, and no other proceedings on their part are necessary to authorize the execution, delivery or performance of this Agreement. This Agreement has been duly executed and delivered by Parent and the Merger Sub and, assuming that this Agreement is a valid and binding obligation of the Company, this Agreement constitutes a valid and binding obligation of Parent and the Merger Sub, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Legal Requirements relating to or affecting creditors' rights generally or by equitable principles (regardless of whether enforcement is sought at law or in equity).

4.03. No Violations . Subject to (a) receipt of the Parent Stockholder Approval, (b) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware and (c) compliance with and filings under the HSR Act, the Federal Securities Laws, any U.S. state securities or "blue sky" laws and the rules and regulations of Nasdaq, the execution and delivery of this Agreement by Parent and the Merger Sub and the execution and delivery of other Transaction Documents to which Parent and the Merger Sub are party do not and will not, and the performance and compliance with the terms and conditions hereof and thereof by Parent and the Merger Sub and the consummation of the transactions contemplated hereby and thereby by Parent and the Merger Sub will not (with or without notice or passage of time, or both):

(a) violate or conflict with any of the provisions of any of Parent's or the Merger Sub's certificate or articles of incorporation or bylaws (or other similar organizational documents); or

(b) violate, conflict with, result in a breach or constitute a default under any provision of, or require any notice, filing, consent, authorization or approval under, any Legal Requirement binding upon Parent or the Merger Sub.

4.04. Governmental Consents, etc. Except for (a) receipt of the Parent Stockholder Approval, (b) the applicable requirements of the HSR Act, the Federal Securities Laws, any U.S. state securities or "blue sky" laws, and the rules and regulations of Nasdaq and (c) the filing of the Certificate of Merger with the Secretary of State of the State of Delaware, neither Parent nor the Merger Sub is required to submit any notice, report or other filing with any Governmental Entity in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby and no consent, approval or authorization of any Governmental Entity or any other party or Person is required to be obtained by Parent or the Merger Sub in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby.

4.05. Legal Proceedings . There are no Legal Proceedings pending or, to the knowledge of Parent or the Merger Sub, threatened that (a) challenge the validity or enforceability of Parent's and the Merger Sub's obligations under this Agreement or the other Transaction Documents to which Parent or the Merger Sub are party or (b) seek to prevent, delay or otherwise would reasonably be expected to adversely affect the consummation by Parent or the Merger Sub of the transactions contemplated herein or therein.

4.06. SEC Filings and Financial Statements . (a) Parent has timely filed all forms, reports and documents required to be filed by it with the SEC since July 22, 2015, together with any amendments, restatements or supplements thereto. Parent has provided to the Company, in the form filed with the SEC, except to the extent available in full without redaction on the SEC's EDGAR website, (i) its Quarterly Reports on Form 10-Q for the periods ended June 30, 2015, and September 30, 2015, and (ii) the Prospectus, all registration statements and other forms, reports and documents (other than Quarterly Reports on Form 10-Q not referred to in clause (i) above) filed by Parent with the SEC since July 22, 2015 (the forms, reports and other documents referred to in clauses (i) and (ii) above (including those available on the SEC's EDGAR website) being, collectively, the " Parent SEC Reports "). The Parent SEC Reports were prepared in all material respects in accordance with the requirements of the Securities Act and the Exchange Act, as the case may be, and the rules and regulations thereunder. The Parent SEC Reports did not at the time they were filed with the SEC (except to the extent that information contained in any Parent SEC Report has been superseded by a later timely filed Parent SEC Report) contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(b) Each of the financial statements (including, in each case, any notes thereto) contained in the Parent SEC Reports was prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC) and each fairly presents, in all material respects, the financial position, results of operations and cash flows of Parent as at the respective dates thereof and for the respective periods indicated therein.

(c) Except as and to the extent set forth on the balance sheet of Parent at December 31, 2015, including the notes thereto (in the form attached hereto as Schedule 4.06(c) , the " Parent Balance Sheet "), Parent has no liability or obligation of any nature (whether accrued, absolute, contingent or otherwise), except for (i) liabilities and obligations incurred since the date of the Parent Balance Sheet in the ordinary course of business which are not, individually or in the aggregate, material to Parent; (ii) liabilities and obligations incurred in connection with the transactions contemplated by this Agreement; and (iii) liabilities and obligations which are not, individually or in the aggregate, material to Parent.

(d) Parent has heretofore furnished to the Company complete and correct copies of all amendments and modifications that have not been filed by Parent with the SEC to all agreements, documents and other instruments that previously had been filed by Parent with the SEC and are currently in effect.

(e) All comment letters received by Parent from the SEC or the staff thereof since its inception and all responses to such comment letters filed by or on behalf of Parent are publicly available on the SEC's EDGAR website.

(f) To Parent's Knowledge, since July 22, 2015, each director and executive officer of Parent has filed with the SEC on a timely basis all statements required by Section 16(a) of the Exchange Act and the rules and regulations thereunder.

(g) Since July 22, 2015, Parent has timely filed and made available to the Company all certifications and statements required by (x) Rule 13a-14 or Rule 15d-14 under the Exchange Act or (y) 18 U.S.C. Section 1350 (Section 906 of the Sarbanes-Oxley Act of 2002) with respect to any Parent SEC Report (the " Parent Certifications "). Each of the Parent Certifications is true and correct. Parent maintains disclosure controls and procedures required by Rule 13a-15 or Rule 15d-15 under the Exchange Act; such controls and procedures are reasonably designed to ensure that all material information concerning Parent is made known on a timely basis to the individuals responsible for the preparation of Parent's SEC filings and other public disclosure documents. As used in this Section 4.06 , the term "file" shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(h) Parent maintains and will continue to maintain a standard system of accounting established and administered in accordance with GAAP. Parent has designed and maintains a system of internal controls over financial reporting, as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act, sufficient to provide reasonable assurances regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. Parent maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(i) All non-audit services were approved by the audit committee of the board of directors and committees of Parent. Parent has no off-balance sheet arrangements.

(j) Neither Parent nor, to the Knowledge of Parent, any manager, director, officer, employee, auditor, accountant or representative of Parent has received or otherwise had or obtained knowledge of any complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Parent or their respective internal accounting controls, including any complaint, allegation, assertion or claim that Parent has engaged in questionable accounting or auditing practices. No attorney representing Parent, whether or not employed by Parent, has reported evidence of a material violation of securities laws, breach of fiduciary duty or similar violation by Parent or any of its officers, directors, employees or agents to the board of directors of Parent (or any committee thereof) or to any director or officer of Parent. Since Parent's inception, there have been no internal investigations regarding accounting or revenue recognition discussed with, reviewed by or initiated at the direction of the chief executive officer, chief financial officer, general counsel, the board of directors of Parent or any committee thereof.

(k) To the Knowledge of Parent, no employee of Parent has provided or is providing information to any law enforcement agency regarding the commission or possible commission of any crime or the violation or possible violation of any applicable Law. Neither Parent nor any officer, employee, contractor, subcontractor or agent of Parent has discharged, demoted, suspended, threatened, harassed or in any other manner discriminated against an employee of Parent in the terms and conditions of employment because of any act of such employee described in 18 U.S.C. § 1514A(a).

(l) All accounts payable of Parent reflected on the Parent Balance Sheet or arising thereafter are the result of bona fide transactions in the ordinary course of business. Since the date of the Parent Balance Sheet, Parent has not altered in any material respects its practices for the payment of such accounts payable, including the timing of such payment.

4.07. Parent Trust Amount . As of the day immediately preceding the date hereof, the Parent Trust has a rounded-off balance of $199,654,000 (the " Parent Trust Amount "), such monies invested in United States Government securities or money market funds meeting certain conditions under Rule 2a-7 promulgated under the Investment Company Act and held in trust by Continental Stock Transfer & Trust Company pursuant to the Parent Trust Agreement. The Parent Trust Agreement is valid and in full force and effect and enforceable in accordance with its terms and has not been amended or modified. There are no separate agreements, side letters or other agreements or understandings (whether written or unwritten, express or implied) that would cause the description of the Parent Trust Agreement in the Parent SEC Reports to be inaccurate in any material respect and/or that would entitle any Person (other than the underwriters of Parent's initial public offering for deferred underwriting commissions as described in the Parent SEC Reports and stockholders of Parent holding shares of Parent Common Stock sold in Parent's initial public offering who shall have elected to redeem their shares of Parent Common Stock pursuant to Parent's certificate of incorporation, as amended) to any portion of the proceeds in the Parent Trust. Prior to the Closing, none of the funds held in the Parent Trust may be released except (x) to pay income and franchise taxes or for working capital purposes from any interest income earned in the Parent Trust and (y) to redeem shares of Parent Common Stock in accordance with the provisions of Parent's certificate of incorporation, as amended, as described in the Parent SEC Reports (the " Permitted Releases "). At the Closing, all of the funds remaining in the Parent Trust after accounting for the Permitted Releases may and shall be released and used to make the payments contemplated by Sections 1.02 , 1.03 and 1.08 .

4.08. Brokerage . Except as set forth in the Parent SEC Reports or with respect to UBS Securities LLC, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any agreement made by or on behalf of Parent or the Merger Sub.

4.09. Financing . Parent has delivered to the Company (a) a true and complete copy of each of the commitment letters, dated as of the date hereof, between (i) Merger Sub and GSO Capital Partners, LP and (ii) Merger Sub and Wells Fargo Bank, N.A., a copy of each of which is attached hereto as Exhibit H (in redacted form removing only the fee amounts) (collectively, the " Debt Financing Commitment "), pursuant to which the lenders and other Persons party thereto have agreed, subject to the terms and conditions set forth therein, to provide or cause to be provided the debt amounts set forth therein for the purpose, among others, of financing the transactions contemplated by this Agreement and related fees and expenses to be incurred by Parent and the Merger Sub in connection therewith and for the other purposes set forth therein (the " Debt Financing "). As of the date hereof, the Debt Financing Commitment has not been amended or modified, no such amendment or modification is pending or contemplated (except for amendments to add additional financing sources thereto) and the Debt Financing Commitment has not been withdrawn, terminated or rescinded in any respect. Parent has fully paid or caused to be fully paid any and all commitment fees or other fees required to be paid in connection with the Debt Financing Commitment that are payable on or prior to the date hereof. The Debt Financing Commitment is in full force and effect as of the date hereof. The Debt Financing Commitment, in the form so delivered, is a valid, legal, binding and enforceable obligation of Parent and the other parties thereto, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other Legal Requirements relating to or affecting creditors' rights generally or by equitable principles (regardless of whether enforcement is sought at law or in equity). Assuming the accuracy of the Company's representations and warranties hereunder, as of the date hereof, no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of Parent or the Merger Sub or to the knowledge of Parent, any other parties thereto, under the Debt Financing Commitment, or a failure of any condition to the Debt Financing or otherwise result in any portion of the Debt Financing being unavailable on the Closing Date. Assuming the accuracy of the Company's representations and warranties hereunder, Parent does not have any reason to believe that any of the conditions to the Debt Financing will fail to timely be satisfied or that the full amount of the Debt Financing will be unavailable on the Closing Date. The Debt Financing Commitment is not subject to any conditions precedent to the obligations of the parties thereunder to make the full amount of the Debt Financing available to Parent and the Merger Sub at the Closing other than as set forth therein (including the payment of customary fees). There are no side letters or other agreements, contracts or arrangements to which Parent or the Merger Sub or any of their Affiliates is a party which are related to the funding or investing, as applicable, of the full amount of the Debt Financing other than as expressly set forth in the Debt Financing Commitment. Assuming the Debt Financing is funded pursuant to the Debt Financing Commitment and the Final Parent Trust Amount (together with the aggregate amount of net proceeds, if any, received by Parent from the issuance, sale and delivery of any of its equity securities or any securities convertible into or exercisable or exchangeable for any of its equity securities pursuant to Section 7.05 or otherwise approved by the Company thereunder) is at least $199,599,000 less the Company Proxy Expenses, Parent and the Merger Sub will have at the Closing funds sufficient to fund all of the amounts required to be provided by Parent and/or the Merger Sub for the consummation of the transactions contemplated hereby, including, without limitation, the Minimum Cash Amount. Notwithstanding anything to the contrary contained herein, each party hereto agrees that a breach of this representation and warranty will not result in the failure of a condition precedent hereunder, if (notwithstanding such breach) Parent (i) is willing and able to consummate the transactions contemplated hereby on the Closing Date and (ii) has funds sufficient to consummate the transactions contemplated hereby at the Closing.

4.10. Purpose . The Merger Sub is a newly organized corporation, formed solely for the purpose of engaging in the transactions contemplated by this Agreement. The Merger Sub has not engaged in any business activities or conducted any operations other than in connection with the transactions contemplated by this Agreement. The Merger Sub is a wholly owned Subsidiary of Parent.

4.11. Solvency . Parent is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors of any of the Group Companies.

4.12. Adequacy of Funds . Parent, assuming the Debt Financing is funded pursuant to the Debt Financing Commitment and the Final Parent Trust Amount (together with the aggregate amount of net proceeds, if any, received by Parent from the issuance, sale and delivery of any of its equity securities or any securities convertible into or exercisable or exchangeable for any of its equity securities pursuant to Section 7.05 or otherwise approved by the Company thereunder) is at least $199,599,000 less the Company Proxy Expenses, will have available to it at the Closing the financial capability and adequate unrestricted cash on hand necessary and sufficient to consummate the transactions contemplated by this Agreement and to satisfy Parent's other monetary and other obligations contemplated by this Agreement.

4.13. Parent Information . None of the information supplied or to be supplied by Parent or any of its Affiliates expressly for inclusion in the Parent SEC Reports, mailings to Parent's shareholders with respect to the Offer and/or the Merger, any supplements thereto and/or in any other document filed with any Governmental Entity in connection herewith (including the Offer Documents), will, at the date of filing and/or mailing, as the case may be, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading (subject to the qualifications and limitations set forth in the materials provided by Parent or that is included in the applicable filings). No representation or warranty is made by Parent with respect to statements made or incorporated by reference therein based on information supplied or to be supplied by, the Company, the Stockholders or any of their respective Affiliates.

4.14. Listing . Parent Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed for trading on Nasdaq as of the date hereof. There is no Proceeding pending or, to the Knowledge of Parent or Merger Sub, threatened in writing against Parent by the SEC with respect to any intention by the SEC to deregister the Parent Common Stock. As of the date hereof, there is no Proceeding pending or, to the Knowledge of Parent or Merger Sub, threatened in writing against Parent by Nasdaq with respect to any intention by Nasdaq to prohibit or terminate the listing of Parent Common Stock on Nasdaq. Parent has taken no action that is designed to terminate the registration of Parent Common Stock under the Exchange Act.

4.15. Fairness Opinion . Parent has received an opinion from UBS Securities LLC addressed to the Board of Directors of Parent that the consideration to be paid by Parent for the Company is fair, from a financial point of view, to Parent (the " Fairness Opinion "). Parent has obtained the authorization of UBS Securities LLC to include a copy of the Fairness Opinion in the Proxy Statement.

ARTICLE V.

COVENANTS OF THE COMPANY

5.01. Conduct of the Business .

(a) From the date hereof until the earlier of the termination of this Agreement and the Closing Date, except (1) as set forth in Schedule 5.01 , (2) if Parent will have consented (which consent will not be unreasonably withheld, conditioned or delayed) after notice has been provided by the Company or (3) as otherwise contemplated by this Agreement, (a) the Company will (i) conduct its business and the businesses of the other Group Companies in the Ordinary Course of Business and keep available the services of its and the other Group Companies' officers and employees and (ii) shall, and shall cause the Group Companies to, keep all insurance policies set forth in Schedule 3.14 , or policies that are substantially similar in all material respects with the terms, conditions, retentions, and limits of liability under the insurance policies set forth on Schedule 3.14 , in full force and effect and not take any action (other than file bona fide claims) that would make an insurance policy void or voidable or might result in a material increase in the premium payable under an insurance policy or prejudice the ability to effect equivalent insurance in the future; provided that, notwithstanding the foregoing or clause (b) of this Section 5.01 , the Company may use available cash to repay any Indebtedness and (b) without Parent's consent (which will not be unreasonably withheld, conditioned or delayed), the Company will not, and will not permit any of its Subsidiaries to:

(i) except upon the vesting of shares of Restricted Stock, or for issuances of replacement certificates for shares of Company Stock and except for issuance of new certificates for shares of Company Stock in connection with a transfer of Company Stock by the holder thereof, issue, sell or deliver any of its or any of its Subsidiaries' equity securities or issue or sell any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any of its or any of its Subsidiaries' equity securities;

(ii) effect any recapitalization, reclassification, equity split or like change in its capitalization;

(iii) amend its Organizational Documents or any of its Subsidiaries' organizational documents;

(iv) make any redemption or purchase of its or any of its Subsidiaries' equity interests (other than up to $500,000 in repurchases of Company Stock (including any shares of Restricted Stock) from former employees of a Group Company pursuant to existing agreements or any Company Employee Benefit Plan);

(v) (A) sell, assign or transfer any material portion of its tangible assets, except in the Ordinary Course of Business for (i) inventory assets and (ii) non-inventory assets having an aggregate value of less than $500,000 and except for sales of obsolete assets or assets with *de minimis* or no book value; or (B) mortgage, encumber, pledge, or impose any Lien upon any of its assets, except in the Ordinary Course of Business;

(vi) sell, assign, transfer or exclusively license any material patents, trademarks, trade names or copyrights, except in the Ordinary Course of Business;

(vii) materially amend or voluntarily terminate any Material Contract other than in the Ordinary Course of Business;

(viii) make any capital investment in, or any advance or loan to, any other Person;

(ix) make any material capital expenditures or commitments therefor other than those reflected in the Company's budget as of the date hereof as set forth on Schedule 5.01(a)(ix) hereto, or amounts not specified in such budget that do not exceed $500,000 in the aggregate;

(x) enter into any other transaction with any of its directors, officers or employees outside the Ordinary Course of Business;

(xi) except in the Ordinary Course of Business or as required under the terms of any Company Employee Benefit Plan as of the date hereof, (i) materially increase salaries, severance, pension, bonuses or other compensation and benefits payable by a Group Company to any of its employees, officers, directors or other service providers; (ii) materially increase the benefits under any Company Employee Benefit Plan; (iii) terminate or materially amend any Company Employee Benefit Plan or adopt any Company Employee Benefit Plan; or (iv) hire or engage any new employee or consultant, if such new employee or consultant will receive annual base compensation in excess of $150,000;

(xii) except where control over such settlement is held by the insurer under a policy of insurance set forth on Schedule 3.14 , settle any Legal Proceeding if (i) the amount payable by any Group Company in connection therewith would exceed $500,000 or (ii) would be reasonably likely to have a material and adverse effect on the post-Closing operations of the business of any Group Company;

(xiii) cancel any material third-party indebtedness owed to any Group Company;

(xiv) prepare or file any Tax Return inconsistent with past practice or, on any such Tax Return, take any position, make any election, or adopt any method that is inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods (including positions, elections or methods that would have the effect of deferring income to periods ending after the Closing Date or accelerating deductions to periods ending on or before the Closing Date), settle or otherwise compromise any claim relating to Taxes, enter into any closing agreement or similar agreement relating to Taxes, otherwise settle any dispute relating to Taxes, or request any ruling or similar guidance with respect to Taxes, in each case unless required by Law or GAAP;

(xv) make any acquisition or consummate any merger or similar business combination or enter into any agreement for an acquisition, merger or similar business combination with any Person, in each case except for a Permitted Acquisition (such Permitted Acquisition which shall be subject to the requirements of Section 5.12 hereof); or

(xvi) agree, whether orally or in writing, to do any of the foregoing, or agree, whether orally or in writing, to any action or omission that would result in any of the foregoing.

(c) Nothing contained in this Agreement will give Parent or the Merger Sub, directly or indirectly, the right to control or direct the Company's or any of its Subsidiaries' operations prior to the Closing and the Group Companies' failure to take any action prohibited by Section 5.01(b) , as a result of Parent not timely consenting to the notice required to be delivered by the Company to Parent pursuant to Section 5.01(a) , will not be a breach of Section 5.01(a) .

5.02. Access to Books and Records . Subject to Section 6.04 , from the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Company will provide Parent and its authorized representatives reasonably acceptable to the Company (the " Parent's Representatives ") with reasonable access during normal business hours, and upon reasonable notice, to the offices, properties, senior personnel, and all financial books and records (including Tax records) of the Group Companies in order for Parent to have the opportunity to make such investigation as it will reasonably desire in connection with the consummation of the transactions contemplated hereby; provided , however , that (a) in exercising access rights under this Section 5.02 , Parent and the Parent's Representatives will not be permitted to interfere unreasonably with the conduct of the business of any Group Company and (b) the Company may elect to limit, or cause any Group Company to limit, disclosure of any information to certain Persons designated in writing as a "clean team" by Parent (which Persons must be reasonably acceptable to the Company). Notwithstanding anything contained herein to the contrary, no such access or examination will be permitted to the extent that it would require any Group Company to disclose information subject to attorney-client privilege or attorney work-product privilege, conflict with any third-party confidentiality obligations to which any Group Company is bound, or violate any applicable Law. Notwithstanding anything contained herein to the contrary, no access or examination provided pursuant to this Section 5.02 will qualify or limit any representation or warranty set forth herein or the conditions to the Closing set forth in Section 8.01(a) . Parent will indemnify and hold harmless the Group Companies from and against any Losses that may be incurred by any of them arising out of or related to the use, storage or handling of (i) any personally identifiable information relating to employees or customers of any Group Company and (ii) any other information that is protected by applicable Law (including privacy Laws) or Contract and to which Parent or the Parent's Representatives are afforded access pursuant to the terms of this Agreement. Parent acknowledges that Parent is and remains bound by the Confidentiality Agreement between Parent and United Subcontractors, Inc. dated October 5, 2015 (the " Confidentiality Agreement ").

5.03. Efforts to Consummate . Subject to the terms and conditions herein provided, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, the Company will use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not a waiver, of the closing conditions set forth in Section 8.02); provided , that such efforts will not require agreeing to any obligations or accommodations (financial or otherwise) binding on a Group Company in the event the Closing does not occur. The Parties acknowledge and agree that nothing contained in this Section 5.03 will limit, expand or otherwise modify in any way any efforts standard explicitly applicable to any of the Company's obligations under this Agreement.

5.04. Exclusive Dealing . During the period from the date hereof through the Closing or the earlier termination of this Agreement, neither the Company nor the Stockholder Representative will take any action to knowingly initiate, solicit or engage in discussions or negotiations with, or knowingly provide any information to, any Person (other than Parent and the Parent's Representatives) concerning any purchase of a majority of the outstanding Common Stock or any merger, sale of substantially all of the assets of the Group Companies or similar transactions involving the Group Companies (other than assets sold in the Ordinary Course of Business) (each such transaction, an " Acquisition Transaction "); provided that this Section 5.04 will not apply to the Company or the Stockholder Representative in connection with Stockholder communications related to the transactions contemplated by this Agreement. The Company will, and will cause its Subsidiaries to, cease and cause to be terminated (a) any existing discussions, communications or negotiations with any Person (other than Parent and the Parent's Representatives) conducted heretofore with respect to any Acquisition Transaction and (b) any such Person's and its authorized representatives' access to any electronic data room granted in connection with any Acquisition Transaction.

5.05. Payoff Letters and Lien Releases . At least five Business Days prior to the anticipated Closing, the Company will deliver to Parent a customary payoff letter or letters (collectively, the " Payoff Letter ") executed by the lenders of the Indebtedness described in clause (a) below, which letter will set forth (a) the total amount required to be paid at the Effective Time to satisfy in full the repayment of all Indebtedness outstanding under the Credit Agreement and, if any, all prepayment penalties, premiums and breakage costs that become payable upon such repayment (the " Payoff Amount "), (b) the lenders' obligation to release all liens and other security securing the Indebtedness described in clause (a) in due course and at Parent's expense after receiving the Payoff Amount, and (c) wire transfer instructions for paying the Payoff Amount.

5.06. Stockholder Approval . Within six (6) hours following the execution and delivery of this Agreement, the Company will deliver to Parent the certified copies of resolutions of the requisite stockholders of the Company signed by Common Stockholders holding at least 66% of the shares of Common Stock outstanding as of the record date and approving the consummation of the transactions contemplated by this Agreement in accordance with the DGCL and the Organizational Documents in the form of Exhibit I hereto (the " Written Stockholder Consent "). The Drag-Along Notice shall be provided to each Common Stockholder who has not so signed the Written Stockholder Consent within 10 days following the execution and delivery of this Agreement.

5.07. Notification . From the date hereof until the earlier of the termination of this Agreement and the Closing Date, if after the date hereof the Company becomes aware of any fact or condition arising after the date hereof that constitutes a breach of any representation or warranty made by the Company in Article III or of any covenant that would cause the conditions set forth in Section 8.01(a) or Section 8.01(b) , as applicable, not to be satisfied as of the Closing Date, the Company will disclose in writing to Parent such breach. Notwithstanding any provision in this Agreement to the contrary, unless Parent provides the Company with a termination notice within ten (10) days after disclosure of such breach by the Company (which termination notice may be delivered only if Parent is entitled to terminate this Agreement pursuant to Section 10.01(c)), Parent will be deemed to have waived its right to terminate this Agreement or prevent the consummation of the transactions contemplated by this Agreement pursuant to Section 8.01(a) or Section 8.01(b) .

5.08. Section 280G Approval . Prior to the Effective Time, the Company will use its commercially reasonable efforts to (a) obtain waivers (the " Waivers of Parachute Payments ") from each Person who has a right to any payments and/or benefits as a result of or in connection with the transactions contemplated by this Agreement that would be deemed to constitute "parachute payments" within the meaning of Section 280G of the Code and as to which such Person waives his or her rights to some or all of such payments and/or benefits (the " Waived 280G Benefits ") applicable to such Person so that no remaining payments and/or benefits applicable to such Person will be deemed to be "parachute payments" (within the meaning of Section 280G of the Code), and (b) no sooner than the day after the day all the Waivers of Parachute Payments with respect to which the approval of payments and/or benefits by the Company stockholders is to be solicited become effective, solicit the approval of the stockholders of the Company to the extent and in the manner required under Section 280G(b)(5)(B) of the Code of any Waived 280G Benefits. Prior to soliciting such waivers and approvals, the Company will provide the final drafts of such waivers and such stockholder approval materials to Parent for Parent's review and comment, and the Company will consider reasonable comments of Parent thereon and consult with the Parent with respect thereto, in each case in good faith, including timely providing any material supporting information, calculations and documents. Prior to the Closing Date, the Company will deliver to Parent evidence that a vote of the stockholders of the Company was solicited in accordance with the foregoing provisions of this Section 5.08 . For the avoidance of doubt, the Company will not be required to conduct a stockholder vote pursuant to this Section 5.08 unless it is able to obtain Waivers of Parachute Payments.

5.09. Financing .

(a) From the date hereof until Closing, the Company will, and will cause each of the Group Companies to, and will use its commercially reasonable efforts to cause its and their respective representatives to, provide to Parent and the Merger Sub such customary cooperation as may be reasonably requested by Parent and the Merger Sub to assist them in causing the conditions in the Debt Financing Commitment to be satisfied and such customary cooperation as is otherwise reasonably requested by Parent and the Merger Sub solely in connection with obtaining the Debt Financing, which commercially reasonable efforts will include:

(i) causing members of the management teams of the Group Companies with appropriate seniority and expertise, including their senior executive officers, and external auditors to assist in preparation for and to participate in a reasonable number of meetings, presentations, road shows, due diligence sessions, drafting sessions and sessions with rating agencies, in each case upon reasonable notice;

(ii) using reasonable commercial efforts to assist with the timely preparation of customary rating agency presentations, road show materials, bank information memoranda, credit agreements, bank syndication materials, offering documents and similar customary documents required in connection with the Debt Financing, including the marketing and syndication thereof and executing customary authorization letters authorizing the distribution of information about the Group Companies to prospective lenders; provided that any such bank information memoranda, bank syndication materials, offering documents and similar documents will contain disclosure and pro forma financial statements reflecting the Group Companies as the obligors;

(iii) furnishing Parent and the Merger Sub, promptly following Parent's or the Merger Sub's request, with all Required Information, and using commercially reasonable efforts to assist Parent and the Merger Sub with their preparation of pro forma financial information and projections to be included in any bank information memoranda; provided that the Group Companies will not be responsible in any manner for information relating to the proposed debt and equity capitalization that is required for such pro forma financial information;

(iv) using commercially reasonable efforts to assist Parent and the Merger Sub in obtaining corporate and facilities ratings in connection with the Debt Financing;

(v) assisting Parent and the Merger Sub in their negotiation of definitive financing documents, including assisting Parent and the Merger Sub with any guarantee and collateral documents and providing Parent and the Merger Sub with any information reasonably necessary to complete customary closing and perfection certificates as may be required in connection with the Debt Financing and other customary documents required in connection with the Debt Financing as may be reasonably requested by Parent or the Merger Sub;

(vi) assisting with the execution, preparing and delivering of original stock certificates and original stock powers (or, if any, similar documents for limited liability companies) in connection with the Debt Financing (including providing copies thereof prior to the Closing Date) on or prior to the Closing Date, assisting with the procurement of insurance endorsements from the insurance policy underwriters of the Group Companies on or prior to the Closing Date, assisting with Parent's and the Merger Sub's negotiation of deposit account control agreements with the financial institutions with which the Group Companies maintain securities and deposit accounts and taking reasonable actions necessary or appropriate to permit Parent and the Merger Sub to evaluate the Group Companies' assets and liabilities and contractual arrangements for purposes of establishing guarantee and collateral arrangements; and

(vii) subject to Section 5.02 , taking reasonable actions necessary or appropriate to permit the Financing Sources, by or on behalf of the providers of the Debt Financing, to evaluate, examine or audit the Group Companies, including their respective inventory and other customary borrowing base assets, in each case as reasonably requested by Parent;

provided that (A) the foregoing cooperation will not be required to the extent it would unreasonably interfere with the business or the other operations of any Group Company, (B) no Group Company or any of its Affiliates will be required to pay any commitment or other similar fee or take any action that would subject it to any other liability in connection with the Debt Financing prior to the Closing or any other cost, expense or fee or agree to provide any indemnity in connection with the Debt Financing or any of the foregoing, (C) if this Agreement is terminated for any reason, Parent shall reimburse the Group Companies for all reasonable out-of-pocket costs incurred by any Group Company at the request of Parent in connection with this Section 5.09 , and (D) no Group Company shall be required to pay any commitment or other similar fee or incur any other cost or expense (other than the payment of reasonable out-of-pocket costs, subject to reimbursement by Parent pursuant to clause (C)) that is not simultaneously reimbursed by Parent in connection with the Debt Financing prior to the Closing. Parent and the Merger Sub acknowledge and agree that no Group Company nor any of its Affiliates or any of its directors, officers, employees, representatives and advisors (including legal, financial and accounting advisors) will have any responsibility for, or incur any liability to any Person under or in connection with, the arrangement of the Debt Financing or any Substitute Financing that Parent or the Merger Sub may raise in connection with the transactions contemplated by this Agreement.

The Company will and will cause each of the Group Companies to furnish Parent and the Merger Sub promptly, and in any event at least five Business Days prior to the Closing Date (to the extent requested within eight Business Days prior to the Closing Date), with all documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act.

(b) Parent and the Merger Sub will (i) promptly upon request by the Company, reimburse the Company for all of its reasonable and documented out-of-pocket fees and expenses (including reasonable and documented out-of-pocket attorneys' fees) incurred by the Company and its representatives in connection with any cooperation contemplated by this Section 5.09 and (ii) indemnify the Company, its Subsidiaries and its and their representatives against any claim, loss, damage, injury, liability, judgment, award, penalty, fine, Tax, cost (including cost of investigation), expense (including reasonable and documented out-of-pocket attorneys' fees) or settlement payment incurred as a result of such cooperation, except to the extent such indemnification arises out of gross negligence, bad faith, material breach or willful misconduct of the Company. In the event of consummation of the Merger, any such documented amounts (i) paid by the Company and not reimbursed prior to the Closing or (ii) otherwise included as Liabilities in the calculation of Net Working Capital, will be credited back to the Company in the calculation of Cash or Net Working Capital, as applicable. The Company hereby consents to the use of its logos in connection with the Debt Financing; provided that such logos are used solely in a manner that is not intended to, nor reasonably likely to, harm or disparage the Company or any of its Subsidiaries or the reputation or goodwill of the Company or any of its Subsidiaries.

(c) All non-public, confidential or other Evaluation Material (as defined in the Confidentiality Agreement) obtained by Parent, the Merger Sub or their respective representatives pursuant to this Section 5.09 , or otherwise, in connection with the Debt Financing, will be kept confidential in accordance with the Confidentiality Agreement. The Company's obligations under this Section 5.09 are the sole obligations of the Company with respect to the Debt Financing and no other provision of this Agreement will be deemed to expand or modify such obligation.

5.10. Update of Financial Statements . During the period from the date of this Agreement through the Closing Date or the earlier termination of this Agreement pursuant to Article X , the Company shall prepare in the ordinary course of business consistent with past practice, and deliver to Parent promptly upon completion, but in any event no later than thirty (30) days after the end of the applicable fiscal month, consolidated financial statements for the Company and its Subsidiaries for each fiscal month ending after December 31, 2015, consisting of a balance sheet as of the end of such month and statements of operations for that month and for the portion of the year then ended (the " Monthly Financial Statements ").

5.11. Intellectual Property . During the period from the date of this Agreement through the Closing Date or earlier termination of this Agreement, the Group Companies shall, at the reasonable written request of Parent (a) verify the status of all Intellectual Property identified on Schedule 3.10 for which public access is not available, or which cannot be confirmed by independent third party due diligence; and (b) confirm ownership of domain names registered under anonymous registration information. Consistent with its prior practices, the Company shall continue to prepare and file responses to any trademark office actions for any pending trademark or service marks filed with the U.S. Patent and Trademark Office.

5.12. Permitted Acquisitions . During the period from the date of this Agreement through the Closing Date or earlier termination of this Agreement, the Group Companies shall:

(a) provide Parent with prompt notice of any contemplated Permitted Acquisition and provide Parent with a copy of all letters of intent, non-disclosure agreements, confidentiality agreements, purchase, acquisition or similar business combination agreements and all ancillary documentation relating thereto in connection with any contemplated Permitted Acquisition that is executed after the date hereof (which notice shall be, in any event, provided within two (2) Business Days);

(b) provide Parent with prompt notice of any updates or changes to the letters of intent, non-disclosure agreements, confidentiality agreements, purchase, acquisition or similar business combination agreements and all ancillary documentation relating to any Permitted Acquisition that is listed on Schedule 3.27 (which notice shall be, in any event, provided within two (2) Business Days);

(c) provide Parent with prompt notice of any material change to the Acquisition Adjustment Amount, whether as the result of changes relating to the Permitted Acquisitions listed on Schedule 3.27 or as a result of changes relating to a Permitted Acquisition that is contemplated after the date hereof (which notice shall be, in any event, provided within two (2) Business Days) and shall provide Parent with reasonable supporting documentation that has been prepared in good faith that details any changes to the Company's calculation of the Acquisition Adjustment Amount; and

(d) deliver to Parent prompt notice of the consummation of any Permitted Acquisition listed on Schedule 3.27 (which notice shall be, in any event, provided within two (2) Business Days).

5.13. Obtainment of Consents . The Group Companies shall use commercially reasonable efforts to obtain consents of all Persons who are party to the agreements set forth on Schedule 3.12 if requested to do so in writing by Parent no later than forty-five (45) days after the date hereof. All costs incurred in connection with obtaining such consents shall be paid by the Company on or prior to the Closing Date or as a Company Transaction Expense on the Closing Date. Subject to applicable Laws relating to the exchange of information, Parent shall have the right to review in advance, and to the extent practicable will consult with the Company and the Stockholder Representative on the information provided in connection with obtaining such consents and as to the form and substance of such consents.

ARTICLE VI.

COVENANTS OF PARENT AND THE MERGER SUB

6.01. Access to Books and Records . For a period of six and one-half years from and after the Closing Date, Parent will, and will cause the Surviving Company to, provide the Stockholder Representative and its authorized representatives with access (for the purpose of examining and copying) in connection with general business purposes, during normal business hours, upon reasonable notice, to the books and records of the Group Companies with respect to periods or occurrences prior to or on the Closing Date, including with respect to any Tax audits, Tax Returns, insurance claims, governmental investigations, legal compliance, financial statement preparation or any other matter. Unless otherwise consented to in writing by the Stockholder Representative, Parent will not, and will not permit the Surviving Company or its Subsidiaries to, for a period of six and one-half following the Closing Date, destroy, alter or otherwise dispose of any of the books and records of any Group Company for any period prior to the Closing Date without first giving reasonable prior notice to the Stockholder Representative and offering to surrender to the Stockholder Representative such books and records or any portion thereof that Parent or the Surviving Company may intend to destroy, alter or dispose of.

6.02. Notification . From the date hereof until the earlier of the termination of this Agreement and the Closing Date, if after the date hereof Parent has knowledge of any fact or condition that constitutes a breach of any representation or warranty made in Article IV or any covenant that would cause the conditions set forth in Section 8.02(a) or Section 8.02(b) , as applicable, not to be satisfied as of the Closing Date, Parent will disclose in writing to the Company such breach. Notwithstanding any provision in this Agreement to the contrary, unless the Company provides Parent with a termination notice within five days after disclosure of such breach by Parent (which termination notice may be delivered only if the Company is entitled to terminate this Agreement pursuant to Section 10.01(d)), the Company will be deemed to have waived its right to terminate this Agreement or prevent the consummation of the transactions contemplated by this Agreement pursuant to Section 8.02(a) or Section 8.02(b) .

6.03. Efforts to Consummate . Subject to the terms and conditions herein provided, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, Parent and the Merger Sub will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not waiver, of the Closing conditions set forth in Article VIII). The Parties acknowledge and agree that nothing contained in this Section 6.03 will limit, expand or otherwise modify in any way any efforts standard explicitly applicable to any of Parent's and/or the Merger Sub's respective obligations under this Agreement.

6.04. Contact with Customers and Suppliers . Parent and the Merger Sub each hereby agrees that from the date hereof until the Closing Date or the earlier termination of this Agreement, it is not authorized to, and will not (and will not permit any of its representatives or Affiliates to) contact or communicate with the employees, customers, providers, service providers or suppliers of any Group Company without the prior consultation with and written approval of an executive officer of the Company or the Stockholder Representative (such approval as may be provided via email); provided , however , that this Section 6.04 will not prohibit any contacts by Parent or the Parent's Representatives with the customers, providers, service providers and suppliers of any Group Company in the Ordinary Course of Business and unrelated to the transactions contemplated hereby.

6.05. Financing .

(a) Each of Parent and the Merger Sub will use its commercially reasonable efforts, and will cause its Affiliates to use commercially reasonable efforts to, take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate the Debt Financing or any Substitute Financing as promptly as possible following the date hereof. Such commercially reasonable efforts will include taking the following actions: (i) complying with all obligations under, and maintaining in effect, the Debt Financing Commitment, (ii) using its commercially reasonable efforts to arrange and obtain the proceeds of the Debt Financing on the terms and conditions described in the Debt Financing Commitment, (iii) using its commercially reasonable efforts to negotiate and enter into definitive agreements with respect to the Debt Financing, including the terms and conditions contained in the Debt Financing Commitments (including any related flex provisions) so that such agreements are in effect no later than the Closing, (iv) using its commercially reasonable efforts to enforce its rights under the Debt Financing Commitments, and (v) using its commercially reasonable efforts to satisfy all the conditions to the Debt Financing and the definitive agreements related thereto that are within its control. In the event that all conditions to the Debt Financing Commitment have been satisfied or waived (other than the consummation of the Merger) or, upon funding will be satisfied, and satisfaction of the conditions to Parent's and the Merger Sub's obligations hereunder, each of Parent, the Merger Sub and their respective Affiliates will use its commercially reasonable efforts to cause the Financing Sources to fund on the Closing Date the Debt Financing, to the extent the proceeds thereof are required to consummate the Merger and the other transactions contemplated hereby. Parent and the Merger Sub will, as promptly as practicable after obtaining knowledge thereof, give the Company and the Stockholder Representative written notice of any (A) breach, default (or any event or circumstance that, with or without notice, lapse of time or both, would reasonably be expected to give rise to any breach or default), termination or repudiation by a Financing Source or any party to any definitive document related to the Debt Financing, (B) material dispute or disagreement between or among any parties to any definitive documents related to the obligations of the parties to the Debt Financing Commitment to fund the Debt Financing, (C) receipt of any written notice or other written communication from any Financing Source with respect to any actual or threatened termination of the Debt Financing by the Financing Sources, (D) amendment or modification of, or waiver under, the Debt Financing Commitment (other than the exercise of certain flex provisions therein), or (E) change, circumstance or event, in each case which causes Parent and the Merger Sub to believe that they will not be able to timely obtain all or any portion of the Debt Financing on the terms, in the manner or from the Financing Sources or sources contemplated by the definitive documents related to the Debt Financing. Upon request, Parent and the Merger Sub will keep the Company and the Stockholder Representative informed on a reasonably current basis of the status of their efforts to arrange the Debt Financing contemplated by the Debt Financing Commitment, including by providing copies of all definitive agreements related to the Debt Financing and all information reasonably requested by the Company and the Stockholder Representative and available to Parent and the Merger Sub relating to any circumstance referred to in the immediately preceding sentence. Neither Parent or the Merger Sub nor their respective Affiliates will amend, modify, terminate, assign or agree to any waiver under the Debt Financing Commitment (other than with respect to the exercise of certain flex provisions therein) without the prior written approval of the Company, in each case that would (w) reduce the aggregate amount of the Debt Financing, (x) impose new or additional conditions or otherwise expand, amend or modify any of the conditions to funding the Debt Financing, (y) reasonably be expected to (1) delay or prevent or make less likely the funding of the Debt Financing (or satisfaction of the conditions to the Debt Financing) on the Closing Date or (2) adversely impact the ability of Parent and the Merger Sub to enforce their rights against the Persons providing the Debt Financing or any other parties to the Debt Financing Commitment or the definitive agreements with respect thereto, or (z) make it less likely that the Financing would be funded (including by making the conditions to obtaining the Debt Financing less likely to occur) or otherwise prevent or delay or impair the ability or likelihood of Parent and the Merger Sub to timely consummate the transactions contemplated hereby or adversely affect the ability of Parent and the Merger Sub to enforce their rights against the other parties to the Debt Financing Commitment relative to the ability of Parent and the Merger Sub to enforce their rights against such other parties to the Debt Financing Commitment as in effect on the date hereof; provided that Parent and the Merger Sub may modify, supplement or amend the Debt Financing Commitment to add lenders, lead arrangers, bookrunners, syndication agents or similar entities that have not executed the Debt Financing Commitment as of the date hereof. In the event that new commitment letters are entered into in accordance with any amendment, replacement, supplement or other modification of the Debt Financing Commitment permitted pursuant to this Section 6.05 , such new commitment letters will be deemed to be a part of the "Debt Financing" and deemed to be the "Debt Financing Commitment" for all purposes of this Agreement. Until the Closing, Parent shall promptly notify the Company in writing if Parent obtains actual knowledge of any fact, change, condition, circumstance or occurrence or nonoccurrence of any event that would result or reasonably be likely to result in all or a material portion of the Debt Financing not being available to Parent at Closing. In the event that, notwithstanding the use of Parent's commercially reasonable efforts to satisfy its obligations under this Section 6.05 , funds in the amounts set forth in the Debt Financing Commitment, or any portion thereof, become unavailable, or if Parent and the Merger Sub reasonably determine that such funds may become unavailable to them on the terms and conditions set forth therein, Parent and the Merger Sub will (a) notify the Company and the Stockholder Representative in writing thereof, (b) use commercially reasonable efforts to obtain substitute financing on terms (including structure, covenants and pricing) not materially less beneficial to Parent and the Merger Sub with lenders reasonably satisfactory to Parent and the Merger Sub (that does not impose new or additional conditions or otherwise expand, amend or modify conditions precedent to funding in a manner, when considered with the other conditions taken as a whole, that would reasonably be expected to adversely affect the ability or likelihood of Parent and the Merger Sub to consummate the transaction contemplated by this Agreement) sufficient to enable Parent and the Merger Sub to consummate the transactions contemplated hereby in accordance with its terms (the " Substitute Financing ") and (c) use commercially reasonable efforts to obtain a new financing commitment letter that provides for such Substitute Financing and, promptly after execution thereof, deliver to the Company and the Stockholder Representative true, complete and correct copies of the new commitment letter (in redacted form removing only the fee information). Upon obtaining any commitment for any such Substitute Financing, such financing will be deemed to be a part of the "Debt Financing" and any commitment letter for such Substitute Financing will be deemed the "Commitment Letter" for all purposes of this Agreement.

(b) Parent and the Merger Sub will pay, or cause to be paid, as the same will become due and payable, all fees and other amounts that become due and payable under the Debt Financing Commitment.

6.06. Employee Matters .

(a) All employees of the Group Companies as of immediately prior to the Effective Time shall continue as employees of the Group Companies as of the Effective Time. Any such employee who remains employed by a Group Company or any Affiliate of Parent for any time thereafter shall be a " Company Employee ". For a period beginning on the Closing Date and continuing thereafter for twelve (12) months, Parent shall provide, or shall cause its Subsidiaries to provide, Company Employees with compensation (including an annual cash bonus opportunity) and employee benefits that in the aggregate are substantially comparable to the compensation (including an annual cash bonus opportunity) and employee benefits provided to each such Company Employee by the Group Companies immediately prior to the Closing Date; provided , however , that for purposes of the foregoing, equity and equity-based compensation provided by any Group Company to any Company Employee shall not be taken into account and Parent shall have no obligation to provide equity or equity-based compensation to any Company Employee. Notwithstanding the foregoing or any other provision of this Agreement, nothing in this Agreement or any Ancillary Agreement shall be deemed to amend any Company Employee Benefit Plan or limit, in any respect, the right of Parent or any of its Subsidiaries (including the Group Companies) to (A) terminate the employment of any Company Employee at any time for any or no reason, (B) change or modify the terms or conditions of employment for any Company Employee (including location of performance), (C) change or modify any employee benefit plan or arrangement in accordance with their terms or (D) increase the compensation (including an annual cash bonus opportunity) and employee benefits from those provided to any such Company Employee by the Group Companies immediately prior to the Closing Date.

(b) For all purposes under the employee benefit plans, programs and arrangements established or maintained by Parent, the Company and their respective Affiliates in which Company Employees may be eligible to participate after the Closing (the " New Benefit Plans "), each Company Employee shall be credited with the same amount of service as was credited by the Group Companies as of the Closing under similar or comparable Company Benefit Plans (including for purposes of eligibility to participate, vesting, benefit accrual and eligibility to receive benefits); provided that such crediting of service shall not operate to duplicate any benefit or the funding of any benefit. In addition, and without limiting the generality of the foregoing, (i) with respect to any New Benefit Plans in which the Company Employees may be eligible to participate following the Closing, each Company Employee will immediately be eligible to participate in such New Benefit Plans, without any waiting time, to the extent coverage under such New Benefit Plans replaces coverage under a similar or comparable Company Benefit Plan in which such Company Employee was eligible to participate immediately before such commencement of participation (such plans, collectively, the " Old Benefit Plans ") and (ii) for purposes of each New Benefit Plan providing medical, dental, pharmaceutical and/or vision benefits to any Company Employee, Parent and its Subsidiaries shall use commercially reasonable efforts to cause all pre-existing condition exclusions and actively-at-work requirements of such New Benefit Plan to be waived for such Company Employee and his or her covered dependents, to the extent any such exclusions or requirements were waived or were inapplicable under any similar or comparable Company Benefit Plan. Parent and its Subsidiaries shall use commercially reasonable efforts to cause any eligible expenses incurred by such Company Employee and his or her covered dependents during the portion of the plan year of the Old Benefit Plan ending on the date such Company Employee's participation in the corresponding New Benefit Plan begins to be taken into account under such New Benefit Plan for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Company Employee and his or her covered dependents for the applicable plan year as if such amounts had been paid in accordance with such New Benefit Plan.

(c) This Section 6.06 shall be binding upon and inure solely to the benefit of the parties to this Agreement and nothing in this Section 6.06, expressed or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Section 6.06. Without limiting the foregoing, no provision of this Section 6.06 will create any third party beneficiary rights in any current or former employee, director or consultant of any Group Company in respect of continued employment (or resumed employment) or any other matter.

6.07. Specified Proceeding .

(a) Parent acknowledges that the Specified Proceeding is pending and the Company is pursuing, among other things, compensatory and punitive awards and damages. The parties hereto agree that, except as expressly set forth in this Section 6.07 , the monetary awards or damages which may result from the conclusion, settlement or other resolution of the Specified Proceeding (that are recovered by the Company or any Group Company or any successor or assign thereof) shall be for the benefit of the Common Stockholders. In furtherance of the foregoing, from and after the Closing, the Stockholder Representative shall have the sole right and responsibility, on behalf of the Common Stockholders, to control, settle, compromise, prosecute and defend in any manner (including the appointment and selection of counsel reasonably acceptable to Parent, it being understood that Greenberg Traurig and Blackwell Burke P.A. are acceptable to Parent) the Specified Proceeding at the sole cost and expense of the Common Stockholders; provided , however , that, without the prior written consent of Parent, the Stockholder Representative shall not (i) settle or compromise a Specified Proceeding or consent to the entry of any Order with respect thereto which does not include an unconditional, duly authorized, fully executed and acknowledged (by a duly registered notary public) written release of the Surviving Company from all liability in respect of such Specified Proceeding; (ii) settle or compromise any Specified Proceeding if the settlement imposes equitable remedies or other obligations on the Company or its Affiliates; (iii) settle or compromise any Specified Proceeding if the result is to admit civil or criminal liability or culpability on the part of the Surviving Company or its Affiliates that gives rise to criminal liability with respect to any such Person; or (iv) take any action in such capacity that would reasonably be likely to adversely affect the business or operations of the Company in any material respect without first obtaining the prior written consent of Parent, such consent to be granted or denied in the Company's reasonable discretion. Legal counsel selected by the Stockholder Representative pursuant to this Section 6.07(a) shall submit all bills and invoices directly to the Stockholder Representative. If the Stockholder Representative chooses to relinquish its right to prosecute the Specified Proceeding in accordance with this Section 6.07(a) , it shall provide prompt written notice to the Company of that fact and shall do, or cause to be done, whatever is reasonably necessary to ensure that Parent, or an agent of Parent's choosing, can exert sole and exclusive control over the Specified Proceeding. During such time as the Stockholder Representative is prosecuting the Specified Proceeding in accordance with this Section 6.07(a):

(i) prior to an Efforts Failure, neither Parent nor the Company nor any of their Affiliates or representatives shall take any action with respect to the Specified Proceeding without the prior written consent of the Stockholder Representative;

(ii) the Stockholder Representative and the Company will enter into a customary common interest agreement for purposes of maintaining confidentiality and privileges with respect to the Specified Proceeding;

(iii) the Stockholder Representative shall keep the Company reasonably apprised of material developments in the Specified Proceeding and shall as promptly as reasonably practicable provide the Company if such request is made by the Company, with an opportunity to review all material correspondence, filings, and other material documents related to the Specified Proceeding in advance of filing such materials in addition to providing the Company with copies of all material correspondence, filings, and other material documents related to the Specified Proceeding; and

(iv) the Stockholder Representative shall not make any public announcements regarding the Specified Proceeding.

(b) For purposes of this Section 6.07 , the Stockholder Representative ceasing to use reasonable, good faith efforts to prosecute the Specified Proceeding or failing to pay all fees, costs and expenses related to the Specified Proceeding shall constitute an " Efforts Failure "; provided , however , that the failure to pay any fees, costs or expenses related to the Specified Proceeding as to which the Stockholder Representative disputes in good faith some or all of the amounts in question shall not constitute an Efforts Failure, it being understood that the Stockholder Representative shall be fully responsible for (i) handling such dispute and all expenses incurred in connection therewith regarding fees, costs and expenses and (ii) the amount determined to be due with respect to the amounts that were in dispute. If there is an Efforts Failure, the Company may, by providing written notice to the Stockholder Representative, take over the prosecution of the Specified Proceeding at the Company's cost and expense and be entitled to any and all damages and costs awarded in the Specified Proceeding.

(c) If the Stockholder Representative elects not to pursue or litigate an appeal of any final judgment regarding the Specified Proceeding, it shall inform the Company of that at least twenty (20) Business Days prior the deadline for any such appeal and the Company shall have the right to appeal (or defend an appeal of) such judgment, at its sole cost and expense. In the event the Company elects to pursue (or defend) an appeal in accordance with the previous sentence, the Company shall be entitled to all monetary damages and costs resulting from such appeal or the settlement or other resolution of the Specified Proceeding.

(d) From and after the Closing, Parent shall provide, and cause its Subsidiaries and Affiliates (including the Surviving Company) to provide, at the sole cost and expense of the Common Stockholders, full cooperation to the Stockholder Representative in connection with the prosecution, defense and/or settlement of the Specified Proceeding. Such cooperation shall include (i) consultation and coordination regarding the prosecution of the Specified Proceeding, (ii) the provision to the Stockholder Representative of all materials, documents, emails, data records and information concerning the Specified Proceeding as reasonably requested by the Stockholder Representative, (iii) making employees (and, to the extent reasonably feasible, former employees) reasonably available on a mutually convenient basis to provide information concerning the Specified Proceeding, (iv) making employees (and, to the extent reasonably feasible, former employees) reasonably available for the preparation of any work in connection with the Specified Proceeding, (v) making employees (and, to the extent reasonably feasible, former employees) available to provide testimony at a deposition, trial or other proceeding concerning the Specified Proceeding, and (vi) providing the Stockholder Representative with access to materials, documents, emails and data residing with or in the possession, custody or control of the Parent, the Surviving Company or any of their respective Subsidiaries or Affiliates; provided , however , that, in no event (A) shall the access to the Company's employees provided to Parent pursuant to this clause (b) unreasonably interfere with the duties of such employees or (B) shall the Stockholder Representative or its Affiliates provide or agree to provide any of the Company's employees remuneration for their assistance in connection with, or based on the outcome of, the Specified Proceeding.

(e) Notwithstanding any other provision of this Agreement, from and after the Closing Date, Parent shall, and shall cause its Affiliates (including, without limitation, the Surviving Company) to, retain and preserve in a readily readable and accessible form any and all materials, documents, emails, data records and information relating to the Specified Proceeding, including any of the foregoing in the possession of any employees of Parent or any of its Affiliates (including the Surviving Company).

(f) Promptly upon receipt of any monies (including from insurance providers) by Parent or any of its Affiliates (including the Surviving Company) in respect of any judgment, settlement or other disposition of the Specified Proceeding (the " Specified Proceeding Amounts "), the Parent will pay to the Exchange Agent to distribute (and Parent will direct the Exchange Agent to so distribute), in accordance with Section 1.07 and Section 1.08 , to each Common Stockholder entitled to receive payments under Section 1.02(d) , its Pro Rata Share of the Specified Proceeding Amounts, net of all Taxes paid or payable by Parent or any of its Affiliates in respect of such Specified Proceeding Amount.

(g) The Stockholder Representative shall indemnify, defend and hold harmless Parent and its Affiliates from and against any and all Losses relating to any and all claims that may be brought against Parent and its Affiliates by the Specified Proceeding defendants or their Affiliates in connection with or as a result of the Specified Proceeding to the extent not based on or arising out of any event or conduct having occurred or been committed after the Closing Date by the Parent and its Affiliates.

6.08. Certain Tax Matters .

(a) Responsibility for Filing Tax Returns .

(i) The Parent shall prepare or cause to be prepared and timely file or cause to be filed (taking into account any valid extensions) all income Tax Returns of the Group Companies with respect to any Pre-Closing Tax Period or Straddle Period which are due after the Closing Date. All such income Tax Returns shall be prepared in a manner consistent with the applicable Group Company's past practices, except as otherwise required by applicable Law.

(ii) To the extent permitted by applicable Law, all Transaction Deductions will be (A) treated as relating to the Pre-Closing Tax Period ending on or including the Closing Date, and (B) reflected on applicable Pre-Closing Tax Period Tax Returns based on the full amounts paid by the Company. The Transaction Deductions will be treated as the first items of deduction claimed by the Group Companies for purposes of determining the amount of Tax refunds attributable to the Transaction Deductions for purposes of Section 6.08(b) . The Parent shall deliver to the Stockholder Representative, for the Stockholder Representative's review a draft of any income Tax Return for any Pre-Closing Tax Period prepared by the Parent pursuant to Section 6.08(a)(i) no later than twenty (20) days prior to the applicable filing deadline of such Tax Returns (taking into account any available extensions). The Parent shall consider in good faith comments provided by the Stockholder Representative within ten (10) days of the Stockholder Representative's receipt of such income Tax Return and shall incorporate such comments to the extent not inconsistent with the past practices of the Group Companies (where applicable) and applicable Law. To the extent the Transaction Deduction benefits are not used in any Pre-Closing Tax Period, they will be carried forward and will be treated as the first items of loss offsets for future years.

(b) Tax Refunds/Payments . The Stockholder Representative (on behalf of the Stockholders) shall be entitled to any refund of Taxes paid by the Group Companies in Pre-Closing Tax Periods (a " Pre-Closing Refund "). To the extent permitted by applicable Law, Parent shall not apply, credit or set-off all or any portion of any Pre-Closing Refund against any other Taxes or liabilities. The Parent shall direct the Exchange Agent to distribute to the Stockholder Representative the amount of any such refund within twenty (20) days after receipt of such refund. The Stockholder Representative shall pay such amounts to the Stockholders (as determined by the Stockholder Representative) pursuant to reasonable payment arrangements to be made with the Company.

(c) Amended Tax Returns . Following the filing of any income Tax Return described in Section 6.08(a) , the applicable Group Companies shall use commercially reasonable efforts to file any amended Tax Returns or application for Tax refunds (including in all cases any refund of Tax payments made by the Group Companies for the Pre-Closing Tax Period ending as of or including the Closing Date), or take such other steps that are reasonably necessary to claim any Tax refund available with respect to the Transaction Deductions reflected on such Tax Return, in each case as promptly as is reasonably practicable. The Parent shall control the prosecution of any such Tax refund claim; provided that the Parent shall (i) provide updates to the Stockholder Representative on any actions taken by the Parent and at the Stockholder Representative's reasonable written request, update the Stockholder Representative regarding the status and progress of such claim for Tax refund, and (ii) deliver to the Stockholder Representative copies of the applicable Tax Returns (or portions thereof) reasonably related to the determination of the amounts payable to pursuant to Section 6.08(b) prior to the filing of such Tax Returns for review and comment consistent with the procedures in Section 6.08(b) . The Parent shall not agree to settle or compromise any such claim for Tax refund without the prior consent of the Stockholder Representative, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Assistance and Cooperation .

(i) The Stockholder Representative and the Parent agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information (including access to books and records) and assistance relating to the Group Companies as is reasonably requested and reasonably necessary for the filing of any Tax Returns, the preparation, prosecution, defense or conduct of any Tax dispute or audit and the verification of any amounts due (or withheld) pursuant to this Section 6.08 .

(ii) The Stockholder Representative and the Parent shall reasonably cooperate with each other in the conduct of any Tax dispute or audit involving or otherwise relating to the determination of the amount of any refunds of Pre-Closing Taxes payable in respect of the Transaction Deductions, and to defend and assert the position that such Transaction Deductions are deductible (to the extent contemplated by this Agreement), in the event that a Tax Return giving rise to such refunds has been audited or disputed prior to the payment thereof to the Parent by the applicable Governmental Entity. With respect to any Tax dispute or audit that could reasonably be expected to impact a Pre-Closing Refund, Parent shall (1) keep the Stockholder Representative informed as to the progress of any Tax dispute or audit in a timely manner, (2) promptly provide copies of all correspondence or other documents relating to such Tax dispute or audit to the Stockholder Representative, (3) promptly provide notice of any scheduled meetings (whether telephonic or in person) with any Tax authority and permit the Stockholder Representative, at the Stockholder Representative 's expense, to attend and participate in such meetings and (4) allow the Stockholder Representative to participate in any other proceeding with respect to such Tax dispute or audit at Stockholder Representative's own cost and expense. Any information obtained under this Section 6.08(d) shall be kept confidential, except as may be otherwise be required under applicable Law or necessary in connection with the filing of Tax Returns or in the conduct of any Tax dispute or audit.

(e) Tax Dispute Resolution . In the event of any disagreement as to any Tax matter covered in this Section 6.08 , the Parent and the Stockholder Representative shall negotiate in good faith and use their reasonable best efforts to resolve such dispute. In the event any such disagreement cannot be resolved between the Parent and the Stockholder Representative, such disagreement shall be resolved by an accounting firm of international reputation mutually agreeable to, and mutually retained by, Parent and Stockholder Representative (the " Tax Accountant "), and any such determination by the Tax Accountant shall be final. The Tax Accountant shall be instructed to resolve the dispute as soon as practicable, and in any event within thirty (30) days of its engagement. The Parent and the Stockholder Representative shall instruct the Tax Accountant to only decide the specific items under dispute by the parties. In resolving any dispute, the Tax Accountant may not assign a value to any item greater than the greatest value for such item claimed by either party or less than the smallest value for such item claimed by either party. The Parent and the Stockholder Representative agree to execute, if requested by the Tax Accountant, a reasonable engagement letter, including customary indemnification provisions in favor of the Tax Accountant. The fees and expenses of the Tax Accountant shall be borne equally by the Parent and the Stockholder Representative. If the Tax Accountant does not resolve any differences between Parent and the Seller with respect to a Pre-Closing Tax Period Tax Return at least three (3) business days prior to the due date therefor, such Tax Return shall be filed in a manner consistent with the position of Parent and, to the extent necessary, amended to reflect the Tax Accountant's resolution.

(f) Treatment of Payments . Except to the extent otherwise required pursuant to a "determination" (within the meaning of Section 1313(a) of the Code or any other similar provision of state, local or foreign Law), the Parent, Merger Sub, the Stockholders, the Company and their respective Affiliates shall treat any and all payments under this Section 6.08 or Section 1.07 as an adjustment to the purchase price for Tax purposes.

ARTICLE VII.

ACTIONS PRIOR TO THE CLOSING

The respective parties hereto covenant and agree to take the following actions:

7.01. The Proxy .

(a) As promptly as practicable after the date hereof, Parent shall file with the SEC a proxy statement relating to the Offer and the Merger (as amended or supplemented from time to time, the " Proxy Statement ") and provide all of its Public Stockholders with the opportunity to redeem up to 19,959,908 of their shares of Parent Common Stock (the " Offering Shares "), to be redeemed in conjunction with a stockholder vote on the Merger, all in accordance with and as required by the applicable Governing Documents of Parent (including, without limitation, the Prospectus and the Amended and Restated Certificate of Incorporation and the Company's bylaws) (the " Parent Governing Documents "), applicable law, and any applicable rules and regulations of the SEC and Nasdaq.

(b) Parent shall not terminate or withdraw the Offer other than in connection with the valid termination of this Agreement in accordance with Article X . Parent shall extend the Offer for any period required by any rule, regulation, interpretation or position of the SEC, Nasdaq or the respective staff thereof that is applicable to the Offer. Nothing in this Section 7.01(b) shall (i) impose any obligation on Parent to extend the Offer beyond the Outside Date (as the same may be extended in accordance with Section 13.22(c)) or (ii) be deemed to impair, limit or otherwise restrict in any manner the right of Parent to terminate this Agreement in accordance with Article X .

(c) Without limitation, in the Proxy Statement, Parent shall (i) seek (A) adoption and approval of this Agreement by the holders of Parent Common Stock in accordance with applicable securities laws, rules and regulations, including the rules and regulations of Nasdaq, (B) adoption and approval of the Second Amended and Restated Certificate of Incorporation of Parent, (C) adoption and approval of an omnibus equity incentive plan, the form of which is attached as Exhibit J hereto (the " Management Incentive Plan "), that provides for the granting of Parent Common Stock to employees of the Company or certain Subsidiaries of the Company in the form of stock options, restricted stock units, restricted stock or other equity-based awards, (D) to elect , and designate the classes of, the members of the Board of Directors of Parent, and (E) to obtain any and all other approvals necessary or advisable to effect the consummation of the Merger, and (ii) file with the SEC financial and other information about the transactions contemplated by this Agreement in accordance with the applicable proxy solicitation rules set forth in the Exchange Act (such Proxy Statement and the documents included or referred to therein pursuant to which the Offer will be made, together with any supplements, amendments and/or exhibits thereto, the " Offer Documents "). Except with respect to the information provided by the Company for inclusion in the Proxy Statement and the other Offer Documents, Parent shall ensure that, when filed, the Proxy Statement and the other Offer Documents will comply in all material respects with the requirements of the Exchange Act and the rules and regulations thereunder. Parent shall cause the Offer Documents to be disseminated as promptly as practicable to holders of shares of Parent Common Stock as and to the extent such dissemination is required by United States federal securities laws and the rules and regulations of the SEC promulgated thereunder or otherwise (the " Federal Securities Laws "). The Company shall promptly provide to Parent such information concerning the Company and the Stockholders as is either required by the Federal Securities Laws or reasonably requested by Parent for inclusion in the Offer Documents. Subject to the Company's and the Stockholders' compliance with the immediately preceding sentence with respect to the information provided or to be provided by the Company or the Stockholders for inclusion in the Offer Documents, Parent shall cause the Offer Documents to comply in all material respects with the Federal Securities Laws. Parent shall provide copies of the proposed forms of the Offer Documents (including any amendments or supplements thereto) to the Company such that the Company and the Stockholder Representative are afforded a reasonable amount of time prior to the dissemination or filing thereof to review such material and comment thereon and Parent shall reasonably consider in good faith any comments of such Persons. Parent and the Company shall respond promptly to any comments of the SEC or its staff with respect to the Offer Documents and promptly correct any information provided by it for use in the Offer Documents if and to the extent that such information shall have become false or misleading in any material respect or as otherwise required by the Federal Securities Laws. Parent shall amend or supplement the Offer Documents and cause the Offer Documents, as so amended or supplemented, to be filed with the SEC and to be disseminated to the holders of shares of Parent Common Stock, in each case as and to the extent required by the Federal Securities Laws and subject to the terms and conditions of this Agreement and the applicable Parent Governing Documents. Parent shall provide the Company the Stockholder Representative with copies of any written comments, and shall inform them of any material oral comments, that Parent or any of its Representatives receive from the SEC or its staff with respect to the Offer Documents promptly after the receipt of such comments and shall give the Company and the Stockholder Representative a reasonable opportunity under the circumstances to review and comment on any proposed written or material oral responses to such comments. Parent shall use commercially reasonable efforts to "clear" comments from the SEC and its staff with respect to the Offer Documents and to permit the Company and the Stockholder Representative to participate with Parent or its Representatives in any discussions or meetings with the SEC and its staff regarding the Offer Documents. The Company shall, and shall cause each of the Group Companies to, make their respective directors, officers and employees, upon reasonable advance notice, reasonably available to Parent and its Representatives in connection with the drafting of the public filings with respect to the Merger (including, without limitation, the Offer Documents) and responding in a timely manner to comments from the SEC or its staff.

(d) If at any time prior to the Effective Time, any information relating to Parent, or the Group Companies, or any of their respective subsidiaries, affiliates, officers or directors, should be discovered by Parent or the Company, as applicable, that should be set forth in an amendment or supplement to the Offer Documents, so that such documents would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify each other party hereto and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC and, to the extent required by law, disseminated to the stockholders of Parent.

(e) Notwithstanding anything else to the contrary in this Agreement or any Document, Parent may make any public filing with respect to the Merger to the extent required by applicable Law.

7.02. Regulatory Filings . Within twenty Business Days after the date hereof, with respect to the Merger the parties hereto shall make, or cause to be made, the filing required (if any) of each of them or any of their respective Subsidiaries or Affiliates under the HSR Act with respect to the transactions contemplated hereby. The parties hereto shall make, or cause to be made, as promptly as practicable, all filings necessary to obtain all Regulatory Approvals other than the HSR Approval. The parties hereto shall use their reasonable best efforts to: (i) respond to any requests for additional information made by any Governmental Entity; (ii) provide the other party with a reasonable opportunity to review and comment on any filing, submission, response to an information request or other (verbal or written) communication to be submitted or made to any Governmental Entity and such receiving party shall consider any such received comments in good faith; (iii) advise the other party (and, where applicable, provide a copy) of any written or verbal communications that it receives from any Governmental Entity in respect of such filings (including in respect of any supplementary filings or submissions) and otherwise in connection with satisfying the Regulatory Approvals; (iv) provide the other party with a reasonable opportunity to participate in any meetings with any Governmental Entity (subject to any opposition by a Governmental Entity to a particular party's participation in such meeting) and participate in, or review, any material communication before it is made to any Governmental Entity. Notwithstanding the foregoing, each party has the right to redact or otherwise exclude a party from receiving any confidential competitively sensitive information required to be shared under this Section 7.02 , provided that such other party's external counsel shall be entitled to receive such confidential competitively sensitive information on an external counsel only basis. The parties hereto shall: (i) not agree to an extension of any waiting period or review being undertaken by a Governmental Entity without the other party's prior written consent; (ii) cause any applicable waiting periods to terminate or expire at the earliest possible date; and (iii) resist vigorously, at their respective cost and expense, any order challenging the completion of the Merger or any temporary or permanent injunction which could delay or prevent the Closing, all to the end of expediting consummation of the Merger contemplated herein. Without limiting the generality of Parent's undertaking pursuant to this Section 7.02 , Parent agrees to take any and all steps necessary to avoid or eliminate each and every impediment under any antitrust, competition or trade regulation Law that may be asserted by any Governmental Entity or any other party so as to enable the parties hereto to close the transactions contemplated by this Agreement as promptly as possible, including proposing, negotiating, committing to and effecting, by consent decree, order, hold separate orders, or otherwise, the sale, divestiture or disposition of any of its assets, properties or businesses or of the assets, properties or businesses to be acquired by it pursuant to this Agreement as are required to be divested in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order in any suit or proceeding, which would otherwise have the effect of materially delaying or preventing the consummation of the Merger contemplated by this Agreement. In addition, Parent shall defend through litigation on the merits any claim asserted in court by any party in order to avoid entry of, or to have vacated or terminated, any Order (whether temporary, preliminary or permanent) that would prevent the Closing. Any filing fee required in connection with seeking the Regulatory Approvals shall be paid fifty percent (50%) by Parent as a Parent Transaction Expense and fifty percent (50%) by the Company as a Company Transaction Expense.

7.03. Shareholder Vote; Recommendation of the Board of the Parent . The Board of Directors of Parent shall recommend that Parent's stockholders vote in favor of adopting this Agreement and consummating the Merger, and Parent shall, subject to the fiduciary duties of the Board of Directors of Parent, include such recommendation in the Proxy Statement. Prior to the termination of this Agreement in accordance with Article X , neither the Board of Directors of Parent nor any committee or agent or representative thereof shall (i) withdraw (or modify in any manner adverse to the Company), or propose to withdraw (or modify in any manner adverse to the Company), the Parent Board's recommendation in favor of this Agreement and the Merger, (ii) approve, recommend or declare advisable, or propose publicly to approve, recommend or declare advisable, any Parent Acquisition Transaction, (iii) approve, recommend or declare advisable, or propose to approve, recommend or declare advisable, or allow Parent to execute or enter into, any agreement related to a Parent Acquisition Transaction, (iv) enter into any agreement, letter of intent, or agreement in principle requiring Parent to abandon, terminate or fail to consummate the transactions contemplated hereby or breach its obligations hereunder, (v) fail to recommend against any Parent Acquisition Transaction, (vi) fail to re-affirm the aforementioned Parent Board recommendation at the written request of the Company within five (5) Business Days or (vii) resolve or agree to do any of the foregoing.

7.04. Listing . From the date of this Agreement through the Closing, Parent shall use all reasonable efforts that are necessary or desirable for Parent to remain listed as a public company on, and for shares of Parent Common Stock to be tradable over, the applicable Nasdaq market(s).

7.05. Operations of Parent Prior to the Closing . Between the date hereof and the Closing, and except (x) as contemplated by this Agreement, (y) with the prior approval of the Company or (z) as set forth on Schedule 7.05 , Parent shall not take any of the following actions:

(a) make any amendment or modification to any of the Parent Governing Documents;

(b) take any action in violation or contravention of any of the Parent Governing Documents, applicable Law or any applicable rules and regulations of the SEC and Nasdaq;

(c) issue, sell or deliver any of its equity securities or issue or sell any securities convertible into or exercisable or exchangeable for, or options with respect to, or warrants to purchase or rights to subscribe for, any of its equity securities;

(d) make any redemption or purchase of its equity interests, except pursuant to the Offer;

(e) effect any recapitalization, reclassification, equity split or like change in its capitalization;

(f) make any amendment or modification to the Parent Trust Agreement;

(g) make or allow to be made any reduction in the Parent Trust Amount, other than as expressly permitted by the Parent Governing Documents;

(h) contact (or permit any of its employees, agents, representatives or Affiliates to contact) any customer, supplier, distributor, joint-venture partner, lessor, lender or other material business relation of any Group Company regarding any Group Company, its business or the Merger;

(i) amend, waive or terminate, in whole or in part, any Founder Voting Agreement;

(j) establish any Subsidiary or acquire any interest in any asset; or

(k) enter into a ny agreement or commitment to do any of the foregoing, or any action or omission that would result in any of the foregoing.

7.06. Founder Voting Agreement . Without limitation of Section 5.1 of the Founder Voting Agreement, Parent hereby acknowledges and agrees that the Company has the right to cause Parent to enforce Parent's rights and perform Parent's obligations under the Founder Voting Agreement, and Parent further acknowledges that money damages would not be an adequate remedy at Law if any Founder Stockholder (as defined therein) fails to perform in any material respect any of such Founder Stockholder's obligations under the Founder Voting Agreement and accordingly, upon the written request of the Company, Parent shall, in addition to any other remedy at Law or in equity, seek an injunction or similar equitable relief restraining such Founder Stockholder from committing or continuing any such breach or threatened breach or to seek to compel specific performance of the obligations of any other party under the Founder Voting Agreement, without the posting of any bond, in accordance with the terms and conditions of the Founder Voting Agreement in any court of the United States or any State thereof having jurisdiction, and if any action should be brought in equity to enforce any of the provisions of the Founder Voting Agreement, Parent shall not raise the defense that there is an adequate remedy at Law.

7.07. Founder Letter Agreement . Parent shall enforce to the fullest extent permitted by Law the restrictions on transfer of the 4,989,977 shares of Parent Common Stock acquired by the Sponsor and other Parent insiders prior to the consummation of the IPO (the " Founder Common Stock ") as well as the waiver of each of the Founder Stockholders' respective rights to redeem such Founder Common Stock, in accordance with that certain letter agreement, dated as of July 22, 2015, among Parent, the Sponsor and the individuals party thereto.

7.08. No Claim Against Parent Trust . The Company acknowledges that it has read the Prospectus and that Parent has established the Parent Trust from the proceeds of its initial public offering (" IPO ") and from certain private placements occurring simultaneously with the IPO for the benefit of Parent's public stockholders (" Public Stockholders ") and certain parties (including the underwriters of the IPO) and that, except for a portion of the interest earned on the amounts held in the Parent Trust, Parent may disburse monies from the Parent Trust only: (i) to the Public Stockholders in the event they elect to redeem the Parent Common Stock in connection with the consummation of Parent's initial business combination (as such term is used in the Prospectus) (" Business Combination "), (ii) to the Public Stockholders if Parent fails to consummate a Business Combination within twenty-four months from the closing of the IPO, (iii) any amounts necessary to pay any Taxes and for working capital purposes or (iv) to, or on behalf of, Parent after or concurrently with the consummation of a Business Combination. The Company hereby agrees that, it does not now and shall not at any time hereafter have (other than its rights upon Closing) any right, title, interest or claim of any kind in or to any monies in the Parent Trust or distributions therefrom, or make any claim prior to Closing against the Parent Trust, regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the " Claims "). The Company hereby irrevocably waives any Claims it may have, against the Parent Trust (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations, contracts or agreements with Parent and will not, prior to the Closing, seek recourse against the Parent Trust (including any distributions therefrom) for any reason whatsoever (including for an alleged breach of this Agreement). This Section 7.08 shall not limit or prohibit (i) the Company's right to pursue a claim against Parent for legal relief against monies or other assets held outside the Parent Trust or (ii) any claims that the Company may have in the future against Parent's assets or funds that are not held in the Parent Trust (including any funds that have been released from the Parent Trust to the Parent and any assets that have been purchased or acquired with any such funds). For the avoidance of doubt, notwithstanding anything to the contrary contained herein including the immediately preceding sentence, the waivers under this Section 7.08 will continue to apply at and after the Closing to distributions made to redeeming Public Stockholders and for transaction expenses paid. The Company agrees and acknowledges that such irrevocable waiver is material to this Agreement and specifically relied upon by Parent to induce it to enter into this Agreement. This Section 7.08 shall not limit the Company's right to seek specific performance against Parent pursuant to Section 13.22 , including the right to seek specific performance against Parent to require Parent to take such actions contemplated by this Agreement subject to the satisfaction of Parent's conditions to the Closing in Section 8.01 , and to comply with the terms of the Parent Trust Agreement, including distribution of funds from the Parent Trust upon the Closing in accordance with the terms of this Agreement.

7.09. Exclusive Dealing . During the period from the date hereof through the Closing or the earlier termination of this Agreement, Parent will not take any action to knowingly initiate, solicit or engage in discussions or negotiations with, or knowingly provide any information to, any Person (other than the Company and the Company's Representatives) concerning any alternative business combination transaction involving Parent, including without limitation, any purchase or sale of equity or assets of Parent or any other Person or a merger, combination or recapitalization of Parent or any subsidiary thereof (each such transaction, a " Parent Acquisition Transaction "); provided that this Section 7.09 will not apply to Parent in connection with communications to its stockholders related to the transactions contemplated by this Agreement. Parent will, and will cause its Subsidiaries to, cease and cause to be terminated any existing discussions, communications or negotiations with any Person (other than the Company and the Company's Representatives) conducted heretofore with respect to any Parent Acquisition Transaction.

ARTICLE VIII.

CONDITIONS TO CLOSING

8.01. Conditions to Parent's and the Merger Sub's Obligations . The obligations of Parent and the Merger Sub to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or, if permitted by applicable Law, waiver by Parent and the Merger Sub in writing) of the following conditions as of the Closing Date:

(a) (i) The Company Fundamental Representations will be true and correct in all respects (except, with respect to the representations and warranties set forth in the third sentence of Section 3.04(a) , to the extent *de minimis* or except to the extent set forth on the Estimated Closing Statement and included in the determinations of Per Common Share Closing Cash Consideration, Per Common Share Parent Stock Consideration and Per Common Share Post-Closing Consideration) at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date) and (ii) all other representations and warranties of the Company contained in Article III of this Agreement will be true and correct (without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein, other than with respect to Section 3.06(a) and other than to the extent that such "materiality" or "Material Adverse Effect" qualifier defines the scope of items or matters disclosed in the Disclosure Schedules) at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (giving effect to the applicable exceptions set forth in the Disclosure Schedules but without giving effect to any limitation as to "materiality" or "Material Adverse Effect" set forth therein (other than with respect to Section 3.06(a) and other than to the extent that such "materiality" or "Material Adverse Effect" qualifier defines the scope of items or matters disclosed in the Disclosure Schedules)) has not had, and would not have, a Material Adverse Effect;

(b) The Company will have performed and complied with in all material respects all of the covenants and agreements (other than those set forth in Section 5.09) required to be performed by it under this Agreement at or prior to the Closing;

(c) The Company shall have obtained the Written Stockholder Consent not later than six (6) hours following the execution and delivery of this Agreement;

(d) The Offer will have been completed, the Merger will have been approved and this Agreement will have been adopted by the requisite affirmative vote of the stockholders of Parent in accordance with the Proxy Statement;

(e) The Debt Financing shall have been funded pursuant to the Debt Financing Commitment pursuant to the terms thereof;

(f) The applicable waiting periods, if any, under the HSR Act will have expired or been terminated;

(g) No judgment, decree or order will have been entered that prevents the performance of this Agreement or the consummation of any of the transactions contemplated hereby, declares unlawful the transactions contemplated by this Agreement or causes such transactions to be rescinded;

(h) There will not have been a Material Adverse Effect since the date hereof;

(i) The Escrow Agreement will have been executed and delivered by the Stockholder Representative and the Escrow Agent;

(j) The Company will have delivered to Parent each of the following:

(i) a certificate of an authorized officer of the Company in his or her capacity as such, dated as of the Closing Date, stating that the conditions specified in Section 8.01(a) and Section 8.01(b) , as they relate to the Company, have been satisfied;

(ii) a certificate signed by an offer of the Company setting forth all Company Transaction Expenses along with final invoices from service providers to the Company in respect of the Merger and all transactions in connection therewith stating that the amount set forth in such invoice represents payment in full for all such services provided by the service provider to the Company for services performed through the Closing Date;

(iii) the Written Stockholder Consent specified in Section 5.06 ;

(iv) certificates evidencing all of the then-issued and outstanding Preferred Stock and Common Stock, duly endorsed in blank or accompanied by a stock power duly executed in blank, in proper form for transfer;

(v) a duly executed certificate, in form and substance as prescribed by Treasury Regulations promulgated under Code Section 1445, stating that the Company is not, and has not been, during the relevant period specified in Section 897(c)(1)(A)(ii) of the Code, a "United States real property holding corporation" within the meaning of Section 897(c) of the Code; and

(vi) certified copies of resolutions duly adopted by the Company's Board of Directors authorizing the execution, delivery and performance of this Agreement and the other agreements contemplated hereby, and the consummation of all transactions contemplated hereby and thereby; and

(k) Parent shall have at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) remaining after the closing of the Offer.

If the Closing occurs, all Closing conditions set forth in this Section 8.01 that have not been fully satisfied as of the Closing will be deemed to have been waived by Parent and the Merger Sub.

8.02. Conditions to the Company's Obligations . The obligation of the Company to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or, if permitted by applicable Law, waiver by the Company and the Stockholder Representative in writing) of the following conditions as of the Closing Date:

(a) (i) The Parent Fundamental Representations will be true and correct in all respects at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date) and (ii) all other representations and warranties contained in Article IV of this Agreement will be true and correct (without giving effect to any limitation as to "materiality" or "Parent Material Adverse Effect" set forth therein) at and as of the Closing Date as though made at and as of the Closing Date (except to the extent expressly made as of an earlier date, in which case only as of such date), except, in the case of this clause (ii), where the failure of such representations and warranties to be so true and correct (without giving effect to any limitation as to "materiality" or "Parent Material Adverse Effect" set forth therein) has not had, and would not have, a Parent Material Adverse Effect;

(b) Parent and the Merger Sub will have performed and complied with in all material respects all the covenants and agreements required to be performed by them under this Agreement at or prior to the Closing;

(c) The Written Stockholder Consent will have been obtained;

(d) The shares of Parent Common Stock to be issued as Parent Stock Consideration shall have been approved for listing on Nasdaq, subject to official notice of issuance;

(e) The Offer shall have been completed in accordance with the Proxy Statement;

(f) The applicable waiting periods, if any, under the HSR Act will have expired or been terminated;

(g) No judgment, decree or order will have been entered that prevents the performance of this Agreement or the consummation of any of the transactions contemplated hereby, declares unlawful the transactions contemplated by this Agreement or causes such transactions to be rescinded;

(h) The Aggregate Cash Amount minus Parent Transaction Expenses (excluding, solely for this purpose, the Company Proxy Expenses and the "Commitment Fee" and the "Closing Fee" payable pursuant to and as defined in the Debt Financing Commitment) shall not be less than $279,599,000 (the " Minimum Cash Amount ");

(i) Parent shall have at least $5,000,001 of net tangible assets (as determined in accordance with Rule 3a51-1(g)(1) of the Exchange Act) remaining after the closing of the Offer;

(j) The Escrow Agreement will have been executed and delivered by Parent and the Escrow Agent;

(k) The Chief Executive Officer of the Company and an additional designee selected by the Company, subject to Parent's approval (not to be unreasonably withheld), and notified by the Company to Parent within thirty (30) days of the date hereof, shall have been approved and duly elected or appointed to the board of directors of Parent, effective as of the Closing, and Parent shall have offered each of these members the same opportunity to enter into an agreement for indemnification (in addition to the indemnification provided for in Parent's organizational documents), effective as of the Closing and in the form attached hereto as Exhibit K ; and

(l) Parent will have delivered to the Company each of the following:

(i) a certificate of an authorized officer of Parent and the Merger Sub in his or her capacity as such, dated as of the Closing Date, stating that the preconditions specified in Section 8.02(a) and Section 8.02(b) , as they relate to such entity, have been satisfied;

(ii) certified copies of resolutions of the requisite holders of the voting shares of the Merger Sub approving the consummation of the transactions contemplated by this Agreement; and

(iii) certified copies of the resolutions duly adopted by Parent's board of directors (or its equivalent governing body) and the Merger Sub's board of directors authorizing the execution, delivery and performance of this Agreement.

If the Closing occurs, all closing conditions set forth in this Section 8.02 that have not been fully satisfied as of the Closing will be deemed to have been waived by the Company.

ARTICLE IX.

INDEMNIFICATION

9.01. Indemnification of Officers and Directors of the Company .

(a) If the Closing occurs, Parent shall cause all rights to indemnification and all limitations on liability existing in favor of any employee, officer, director, managing member or manager of any of the Group Companies, in each case that is an individual (collectively, the " Company Indemnitees "), as provided in the Organizational Documents of the applicable Group Company to survive the consummation of the transactions contemplated hereby and continue in full force and effect and be honored by Parent after the Closing. The obligations of Parent under this Section 9.01(a) shall not be terminated or modified in such a manner as to adversely affect any Company Indemnitee to whom this Section 9.01(a) applies without the consent of such affected Company Indemnitee (it being expressly agreed that the Company Indemnitees to whom this Section 9.01(a) applies shall be third party beneficiaries of this Section 9.01(a)). If the Closing occurs, Parent shall cause the Surviving Company to pay all expenses to any Company Indemnitee incurred in successfully enforcing the indemnity or other obligations provided for in this Section 9.01(a) .

(b) In the event Parent, the Surviving Company or any of their respective successors or assigns (i) consolidates with or merges into any other Person and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) transfers all or substantially all of its properties and assets or stock or other equity interests to any Person, then and in each such case, Parent shall ensure that proper provision shall be made so that the successors and assigns of Parent or the Surviving Company, as the case may be (or their respective successors and assigns), shall assume the obligations set forth in Section 9.01 .

(c) The Company shall, or shall cause its Affiliates to, obtain at its or their expense a "tail" directors' and officers' liability insurance policy, effective for a period of at least six years from the Closing Date, for the benefit of the Group Companies or any of their officers and directors, as the case may be, with respect to claims arising from facts or events that occurred on or before the Closing Date. Fifty percent (50%) of the cost of the insurance policy shall be treated as a Company Transaction Expense and fifty percent (50%) of the cost of the insurance policy shall be treated as a Parent Transaction Expense.

9.02. NO ADDITIONAL REPRESENTATIONS; NO RELIANCE . PARENT AND THE MERGER SUB ACKNOWLEDGE AND AGREE THAT: (A) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE COMPANY IN ARTICLE III, NO GROUP COMPANY OR AFFILIATE THEREOF NOR ANY OTHER PERSON HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE GROUP COMPANIES OR ANY OTHER PERSON OR THEIR RESPECTIVE BUSINESSES, OPERATIONS, ASSETS, LIABILITIES, CONDITION (FINANCIAL OR OTHERWISE) OR PROSPECTS, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO PARENT, THE MERGER SUB OR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES OF ANY DOCUMENTATION, FORECASTS, PROJECTIONS OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING;(B) PARENT AND THE MERGER SUB HAVE NOT RELIED ON ANY REPRESENTATION OR WARRANTY FROM THE STOCKHOLDERS, THE COMPANY OR ANY OTHER PERSON IN DETERMINING TO ENTER INTO THIS AGREEMENT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT; AND (C) NONE OF THE STOCKHOLDERS, THE COMPANY, OR ANY OTHER PERSON WILL HAVE OR BE SUBJECT TO ANY LIABILITY TO PARENT AND THE MERGER SUB OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO PARENT AND THE MERGER SUB, OR THEIR USE, OF ANY INFORMATION REGARDING THE GROUP COMPANIES FURNISHED OR MADE AVAILABLE TO PARENT AND THE MERGER SUB AND THEIR REPRESENTATIVES, INCLUDING ANY INFORMATION, DOCUMENTS OR MATERIAL MADE AVAILABLE TO PARENT IN ANY DATA ROOM, MANAGEMENT PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF THE TRANSACTIONS CONTEMPLATED HEREBY, EXCEPT IN THE CASE OF FRAUD BY SUCH PERSON. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY MADE BY THE COMPANY IN ARTICLE III, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED BY THE COMPANY.

ARTICLE X.

TERMINATION

10.01. Termination . This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Parent and the Company;

(b) by Parent at any time before the Written Stockholder Consent has been obtained, by written notice to the Stockholder Representative, if the Written Stockholder Consent shall not have been provided to Parent not later than six (6) hours following the execution and delivery of this Agreement;

(c) by Parent by written notice to the Stockholder Representative, if any of the representations or warranties of the Company set forth in Article III will not be true and correct, or if the Company has failed to perform any covenant or agreement on the part of the Company set forth in this Agreement (including an obligation to consummate the Closing), such that the conditions to the Closing set forth in either Section 8.01(a) or Section 8.01(b) would not be satisfied at or prior to the Outside Date and the breach or breaches causing such representations or warranties not to be true and correct, or the failure to perform any covenant or agreement, as applicable, are not cured (if capable of being cured) within 30 days after written notice thereof is delivered to the Company; provided that Parent and/or the Merger Sub is not then in breach of this Agreement so as to cause the condition to the Closing set forth in either Section 8.02(a) or Section 8.02(b) to not be satisfied at or prior to the Outside Date;

(d) by the Company by written notice to Parent, if any of the representations or warranties of Parent or the Merger Sub set forth in Article IV will not be true and correct, or if Parent or the Merger Sub has failed to perform any covenant or agreement on the part of Parent or the Merger Sub, respectively, set forth in this Agreement (including an obligation to consummate the Closing), such that the conditions to the Closing set forth in either Section 8.02(a) or Section 8.02(b) would not be satisfied at or prior to the Outside Date and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured (if capable of being cured) within 30 days after written notice thereof is delivered to Parent or the Merger Sub; provided that the Company is not then in breach of this Agreement so as to cause the condition to the Closing set forth in Section 8.01(a) or Section 8.01(b) from being satisfied at or prior to the Outside Date; provided further that neither a breach by Parent of Section 4.12 nor the failure to deliver the payments contemplated by Section 1.02 at the Closing (or the date on which the Closing would have occurred but for the breach of this Agreement by Parent and/or the Merger Sub) as required hereunder will be subject to cure hereunder unless otherwise agreed to in writing by the Company;

(e) by Parent or the Company by written notice to the Stockholder Representative or Parent, as applicable, if the Closing has not occurred on or prior to August 12, 2016 (such date, as the same may be extended pursuant to Section 13.22(c) , the " Outside Date ") and the Party seeking to terminate this Agreement pursuant to this Section 10.01(e) will not have (provided that if such Party is Parent, neither Parent nor the Merger Sub will have) breached in any material respect its obligations under this Agreement in any manner that will have proximately caused the failure to consummate the transactions contemplated by this Agreement on or prior to the Outside Date;

(f) by the Company by written notice to Parent, if (i) all of the conditions to the Closing set forth in Section 8.01 have been satisfied or waived (other than conditions that, by their nature, are to be satisfied at the Closing), (ii) the Closing has not occurred on or prior to the second Business Day after the satisfaction or waiver of each condition to the Closing set forth in Section 8.01 (other than conditions that, by their nature, are to be satisfied at the Closing) and (iii) at least two Business Days prior to exercising its termination right under this Section 10.01(f) , the Company has notified Parent in writing that it is ready, willing and able to consummate the Merger; and

(g) by the Company by written notice to Parent if (i) the Parent Board withdraws (or modifies in any manner adverse to the Company), or proposes to withdraw (or modify in any manner adverse to the Company), the Parent Board's recommendation in favor of this Agreement and the Merger, or fails to reaffirm such recommendation as promptly as practicable (and in any event within five (5) Business Days) after receipt of any written request to do so by the Company or (ii) if the Parent Stockholder Approval shall not have been obtained at the meeting of Parent stockholders to be held in accordance with the Proxy Statement.

10.02. Effect of Termination .

In the event of the termination of this Agreement pursuant to Section 10.01 , all obligations of the Parties hereunder (other than the last two sentences of Section 5.02 , the expense and indemnification provisions in Section 5.09 , this Section 10.02 , Section 11.01 , and Article XII and Article XIII hereof, which will survive the termination of this Agreement (other than the provisions of Section 13.22 , which will terminate)) will terminate without any liability of any Party to any other Party; provided that no termination will relieve a Party from any liability arising from or relating to any knowing and intentional breach of a representation or a covenant by such Party prior to termination; provided , further , that in the event of such a termination, none of the Financing Sources, lenders party to the Debt Financing Commitment, or any of their respective former, current, or future general or limited partners, stockholders, managers, members, directors, officers, affiliates, employees, representatives, advisors, sub-advisors or agents shall have any further liability or obligation to the Company relating to or arising out of this Agreement; provided , further , that subject to the rights of the parties to the Debt Financing Commitments under the terms thereof, (i) none of the parties hereto, nor or any of their respective Affiliates, solely in their respective capacities as parties to this Agreement, shall have any rights or claims against any Financing Source or lender party to the Debt Financing Commitment or any Affiliate thereof, solely in their respective capacities as lenders or arrangers in connection with the Debt Financing arising out of this Agreement, the Debt Financing or otherwise, whether at law, or equity, in contract, in tort or otherwise, and neither the Company nor any of its Affiliates will have any rights or claims against any of the Financing Sources hereunder or thereunder, and in no event shall the Company be entitled to seek the remedy of specific performance of this Agreement against the Financing Sources, and (ii) the Financing Sources and the lenders party to the Debt Financing Commitment, solely in their respective capacities as lenders or arrangers, shall not have any rights or claims against any party hereto or any related person thereof, in connection with this Agreement or the Debt Financing, whether at law or equity, in contract, in tort or otherwise.

ARTICLE XI.

ADDITIONAL COVENANTS

11.01. Stockholder Representative .

(a) Appointment . In addition to the other rights and authority granted to the Stockholder Representative elsewhere in this Agreement, upon and by virtue of the approval of the requisite holders of capital stock of this Agreement, all of the Stockholders collectively and irrevocably constitute and appoint the Stockholder Representative as their agent and representative to act from and after the date hereof and to do any and all things and execute any and all documents that the Stockholder Representative determines may be necessary, convenient or appropriate to facilitate the consummation of the transactions contemplated by this Agreement or otherwise to perform the duties or exercise the rights granted to the Stockholder Representative hereunder, including: (i) execution of the documents and certificates pursuant to this Agreement; (ii) receipt of payments under or pursuant to this Agreement and disbursement thereof to the Stockholders and others, as contemplated by this Agreement, including receipt of payments made to the Stockholder Representative under Section 1.07 or Section 1.08 ; (iii) payment of amounts due to Parent pursuant to Section 1.07 , Section 1.08 or Section 9.01 ; (iv) receipt and, if applicable, forwarding of notices and communications pursuant to this Agreement; (v) administration of the provisions of this Agreement; (vi) giving or agreeing to, on behalf of all or any of the Stockholders, any and all consents, waivers, amendments or modifications deemed by the Stockholder Representative, in its sole and absolute discretion, to be necessary or appropriate under this Agreement and the execution or delivery of any documents that may be necessary or appropriate in connection therewith; (vii) amending this Agreement or any of the instruments to be delivered to Parent pursuant to this Agreement; (viii)(A) disputing or refraining from disputing, on behalf of each Stockholder relative to any amounts to be received by such Stockholder under this Agreement or any agreements contemplated hereby, any claim made by Parent or the Merger Sub under this Agreement or other agreements contemplated hereby, (B) negotiating and compromising, on behalf of each such Stockholder, any dispute that may arise under, and exercising, or refraining from exercising, any remedies available under, this Agreement or any other agreement contemplated hereby and (C) executing, on behalf of each such Stockholder, any settlement agreement, release or other document with respect to such dispute or remedy; (ix) engaging attorneys, accountants, agents or consultants on behalf of the Stockholders in connection with this Agreement or any other agreement contemplated hereby and paying any fees related thereto; and (x) giving such instructions and taking action or refraining from taking such action, on behalf of such Stockholders, as the Stockholder Representative deems, in its sole discretion, necessary or appropriate to carry out the provisions of this Agreement.

(b) Authorization . Notwithstanding Section 11.01(a) , in the event that the Stockholder Representative is of the opinion that it requires further authorization or advice from the Stockholders on any matters concerning this Agreement, the Stockholder Representative will be entitled to seek such further authorization from the Stockholders prior to acting on their behalf. In such event, each Stockholder will vote based on each such Person's Pro Rata Share and the authorization of a majority of such Persons will be binding on all of the Stockholders and will constitute the authorization of the Stockholders. The appointment of the Stockholder Representative is coupled with an interest and will be irrevocable by any Stockholder in any manner or for any reason. This authority granted to the Stockholder Representative will not be affected by the death, illness, dissolution, disability, incapacity or other inability to act of any principal pursuant to any applicable Law. North American Direct Investment Holdings, LLC hereby accepts its appointment as the initial Stockholder Representative.

(c) Legal Proceedings by the Stockholder Representative; Resignation; Vacancies . The Stockholder Representative may resign from its position as Stockholder Representative at any time by written notice delivered to Parent and the Stockholders. If there is a vacancy at any time in the position of the Stockholder Representative for any reason, such vacancy will be filled by the majority vote in accordance with the method set forth in Section 11.01(b) above.

(d) No Liability . All acts of the Stockholder Representative hereunder in its capacity as such will be deemed to be acts on behalf of the Stockholders and not of the Stockholder Representative individually. The Stockholder Representative will not have any liability for any amount owed to Parent pursuant to this Agreement, including under Section 1.07 , Section 1.08 or Section 9.01 . The Stockholder Representative will not be liable to the Company, Parent, the Merger Sub or any other Person in his or its capacity as the Stockholder Representative, for any liability of a Stockholder or otherwise, or for anything that it may do or refrain from doing in connection with this Agreement. The Stockholder Representative will not be liable to the Stockholders, in its capacity as the Stockholder Representative, for any liability of a Stockholder or otherwise, or for any error of judgment, or any act done or step taken or omitted by it in good faith, or for any mistake in fact or Law, or for anything that it may do or refrain from doing in connection with this Agreement, except in the case of the Stockholder Representative's gross negligence or willful misconduct as determined in a final and non-appealable judgment of a court of competent jurisdiction. The Stockholder Representative may seek the advice of legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties or rights hereunder, and it will incur no liability in its capacity as the Stockholder Representative to Parent, the Merger Sub, the Company or the Stockholders and will be fully protected with respect to any action taken, omitted or suffered by it in good faith in accordance with the advice of such counsel. The Stockholder Representative will not, by reason of this Agreement, have a fiduciary relationship in respect of any Stockholder, except in respect of amounts received on behalf of the Stockholders.

(e) Indemnification; Expenses . The Stockholder Representative may use the Reimbursement Fund Amount to pay any fees, costs, expenses or other obligations incurred by the Stockholder Representative acting in its capacity as such. Without limiting the foregoing, each Stockholder will, only to the extent of such Stockholder's Pro Rata Share thereof, indemnify and defend the Stockholder Representative and hold the Stockholder Representative harmless against any Loss, damage, cost, Liability or expense actually incurred without fraud, gross negligence or willful misconduct by the Stockholder Representative (as determined in a final and non-appealable judgment of a court of competent jurisdiction) and arising out of or in connection with the acceptance, performance or administration of the Stockholder Representative's duties under this Agreement, including, without limitation, any Loss, damage, cost, Liability or expense incurred pursuant to Section 6.07(g) . Any expenses or taxable income incurred by the Stockholder Representative in connection with the performance of its duties under this Agreement will not be the personal obligation of the Stockholder Representative but will be payable by and attributable to the Stockholders based on each such Person's Pro Rata Share. Notwithstanding anything to the contrary in this Agreement, the Stockholder Representative will be entitled and is hereby granted the right to set off and deduct any unpaid or non-reimbursed expenses and unsatisfied Liabilities incurred by the Stockholder Representative in connection with the performance of its duties hereunder from amounts actually delivered to the Stockholder Representative pursuant to this Agreement. The Stockholder Representative may also from time to time submit invoices to the Stockholders covering such expenses and Liabilities, which will be paid by the Stockholders promptly following the receipt thereof on a pro rata basis based on their respective Pro Rata Shares. Upon the request of any Stockholder, the Stockholder Representative will provide such Stockholder with an accounting of all expenses and Liabilities paid by the Stockholder Representative in its capacity as such.

11.02. Disclosure Schedules . All Schedules attached hereto (each, a " Schedule " and, collectively, the " Disclosure Schedules ") are incorporated herein and expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement herein or in any of the Schedules will be deemed to refer to this entire Agreement, including all Schedules. The Schedules have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; however, any item disclosed in any part, subpart, section or subsection of the Schedule referenced by a particular section or subsection in this Agreement will be deemed to have been disclosed with respect to every other part, subpart, section and subsection in another Schedule if the relevance of such disclosure to such other part, subpart, section or subsection is reasonably apparent on its face, notwithstanding the omission of an appropriate cross-reference. Any item of information, matter or document disclosed or referenced in, or attached to, the Schedules will not (a) be used as a basis for interpreting the terms "material," "Material Adverse Effect" or other similar terms in this Agreement or to establish a standard of materiality, (b) represent a determination that such item or matter did not arise in the Ordinary Course of Business, (c) be deemed or interpreted to expand the scope of the Company's, Parent's or the Merger Sub's respective representations and warranties, obligations, covenants, conditions or agreements contained herein, (d) constitute, or be deemed to constitute, an admission of liability or obligation regarding such matter, (e) represent a determination that the consummation of the transactions contemplated by this Agreement requires the consent of any third party, (f) constitute, or be deemed to constitute, an admission to any third party concerning such item or matter or (g) constitute, or be deemed to constitute, an admission or indication by the Company, Parent or the Merger Sub that such item meets any or all of the criteria set forth in this Agreement for inclusion in the Disclosure Schedules. No reference in the Disclosure Schedules to any Contract will be construed as an admission or indication that such Contract is enforceable or in effect as of the date hereof or that there are any obligations remaining to be performed or any rights that may be exercised under such Contract. No disclosure in the Schedules relating to any possible breach or violation of any agreement or Law will be construed as an admission or indication that any such breach or violation exists or has actually occurred. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement.

11.03. Registration Rights .

(a) Following the Closing Date, Parent shall (i) file with the SEC (I) a "shelf" registration statement under the Securities Act on Form S-3 (or any successor short form registration involving a similar amount of disclosure) or if then ineligible to use any such form, then any other available form of registration statement, or (II) pursuant to Rule 424(b) under the Securities Act, a prospectus supplement that shall be deemed to be part of an existing "shelf" registration statement in accordance with Rule 430B under the Securities Act, in each case for a public offering of the shares of Parent Common Stock received by the Participating Common Stockholders as Parent Stock Consideration in the Merger (the " Registrable Stock ") to be made on a continuous basis pursuant to Rule 415 under the Securities Act (the " Registration Statement ") and, in the case of clause (I) above, use reasonable best efforts to cause the Registration Statement to become effective within 180 days after the Closing Date, (ii) use commercially reasonable efforts to cause the Registration Statement to remain effective until the earlier of (A) the date when all Registrable Stock covered by the Registration Statement has been sold or (B) the date when all Registrable Stock covered by the Registration Statement first becomes eligible for sale pursuant to Rule 144 under the Securities Act without volume limitation or other restrictions on transfer thereunder, and (iii) prepare and file with the SEC any required amendments to the Registration Statement and the prospectus (including any prospectus supplement) used in connection therewith (" Shelf Prospectus "). Notwithstanding the foregoing, Parent shall have no obligation to register or to maintain the effectiveness of the Registration Statement after all Registrable Stock covered by the Registration Statement first becomes eligible for sale pursuant to Rule 144 under the Securities Act.

(b) (i) Upon the issuance by the SEC of a stop order suspending the effectiveness of the Registration Statement or the initiation of any Legal Proceeding with respect to the Registration Statement under Section 8(d) or 8(e) of the Securities Act or (ii) if the Registration Statement or Shelf Prospectus shall contain any 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 not misleading (including, in any such case, as a result of the non-availability of financial statements) or (iii) upon the occurrence or existence of any development, event, fact, situation or circumstance relating to Parent that, in the judgment of a majority of the Board of Directors of Parent, makes it appropriate to suspend the availability of the Registration Statement and/or Shelf Prospectus, (A)(1) in the case of clause (ii) above, subject to clause (iii) above, Parent shall as promptly as reasonably practicable prepare and file a post-effective amendment to such Registration Statement or a supplement to the related Shelf Prospectus, as applicable, so that such Registration Statement or Shelf Prospectus, as applicable, does not contain any 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 not misleading, and subject to clause (iii) above, in the case of a post-effective amendment to the Registration Statement, use commercially reasonable efforts to cause it to become effective as promptly as reasonably practicable and (2) in the case of clause (i) above, use commercially reasonable efforts to cause such stop order to be lifted, and (B) Parent shall give notice to the Participating Common Stockholders that the availability of such Registration Statement or Shelf Prospectus is suspended (a " Deferral Notice ") and, upon receipt of any Deferral Notice, each Participating Common Stockholder agrees that it shall not sell any Registrable Stock pursuant to the Registration Statement or Shelf Prospectus until such Participating Common Stockholder is notified by Parent of the effectiveness of the post-effective amendment to the Registration Statement provided for in clause (A) above, or until it is notified in writing by Parent that the Shelf Prospectus may be used. In connection with any development, event, fact, situation or circumstance covered by clause (iii) above, Parent shall be entitled to exercise its rights pursuant to this Section 11.03(b) to suspend the availability of the Registration Statement and Shelf Prospectus for no more than an aggregate of 90 days.

(c) In connection with the performance of its obligations under this Section 11.03 , Parent shall pay all registration fees under the Securities Act, all printing expenses and all fees and disbursements of Parent's legal counsel, Parent's independent registered public accounting firm and any other persons retained by Parent, and any other expenses incurred by Parent. Each Participating Common Stockholder shall pay any discounts, commissions and transfer taxes, if any, attributable to the sale of Registrable Stock and any other expenses (including the fees and expenses of any separate counsel and other advisors and agents, if any, to such Participating Common Stockholder) incurred by it. In addition, Parent shall pay the reasonable fees and expenses of one legal counsel (which fees and expenses shall not exceed $35,000 in the aggregate) to represent the interests of the Participating Common Stockholders under this Section 11.03 .

(d) Each Participating Common Stockholder (i) shall furnish to Parent such information regarding themselves, their relationship to Parent and its Affiliates, their beneficial ownership of Parent Common Stock, the Registrable Stock held by them, and the intended method of disposition of such securities as is required to be included under the Securities Act in the Registration Statement (or any amendment thereto) or any Shelf Prospectus, (ii) shall comply with the prospectus delivery requirements under the Securities Act in connection with the sale or other distribution of Registrable Stock pursuant to the Registration Statement, (iii) shall indemnify Parent, each officer and director of Parent, and each person, if any, who controls Parent within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act (each of the foregoing, an "indemnified party" for purposes of this Section 11.03(d)) against any and all loss, liability, claim and damage arising out of any untrue statement of a material fact contained in the Registration Statement or any Shelf Prospectus (or any amendment thereto) or the omission therefrom of a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, but only with respect to untrue statements or omissions made in the Registration Statement or any Shelf Prospectus (or any amendment thereto) in reliance upon and in conformity with information furnished in writing to Parent by or on behalf of such Participating Common Stockholder for use in the Registration Statement or any Shelf Prospectus (or any amendment thereto), and (iv) shall report to Parent all sales or other distributions of Registrable Stock pursuant to the Registration Statement. It shall be a condition precedent to the obligations of Parent to take any action pursuant to this Section 11.03 with respect to the Registrable Stock of any Participating Common Stockholder that such Participating Common Stockholder constitute a Participating Common Stockholder, and at all times continue to comply with the requirements set forth in the definition of "Participating Common Stockholder". If the indemnification provided for in this Section 11.03(d) from a Participating Common Stockholder is unavailable to an indemnified party hereunder in respect of any losses, claims, damages or liabilities referred to in this Section 11.03(d) , such Participating Common Stockholder, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses, in such proportion as is appropriate to reflect the relative fault of such Participating Common Stockholder and indemnified party in connection with the actions which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The obligations of Parent and each Participating Common Stockholder under this Section 11.03(d) shall survive the completion of any offering of Registrable Stock pursuant to any Registration Statement.

ARTICLE XII.

DEFINITIONS

12.01. Definitions . For purposes hereof, the following terms when used herein will have the respective meanings set forth below:

" Accounting Principles " means in accordance with GAAP as in effect at the date of the financial statement to which it refers or if there is no such financial statement, then as of the Closing Date, using and applying the same accounting principles, practices, procedures, policies and methods (with consistent classifications, judgments, elections, inclusions, exclusions and valuation and estimation methodologies) used and applied by the Group Companies in the preparation of the Latest Balance Sheet or Latest Income Statement, as applicable; provided that if such accounting principles, practices, procedures, policies and methods and GAAP are inconsistent, GAAP will control; provided further that Accounting Principles (a) will not include any purchase accounting or other adjustment arising out of the consummation of the transactions contemplated by this Agreement, (b) will be based on facts and circumstances as they exist prior to the Closing and will exclude the effect of any act, decision or event occurring on or after the Closing, (c) will follow the defined terms contained in this Agreement and (d) will calculate any reserves, accruals or other non-cash expense items on a pro rata (as opposed to monthly accrual) basis to account for a Closing that occurs on any date other than the last day of a calendar month.

" Accredited Investor Questionnaire " means a questionnaire with respect to a Person's "accredited investor" (within the meaning of Rule 501(a) under the Securities Act) status in the form previously provided to Parent.

" Acquisition Adjustment Amount " means the Total Permitted Acquisition Purchase Price plus fifty percent (50%) of the sum of the Permitted Acquisition EBITDA Increase for all Permitted Acquisitions that close and as to which the purchase price is paid prior to the Closing Date.

" Additional Common Stock Merger Consideration " means an amount equal to the sum of (a) the excess, if positive, of the Final Aggregate Merger Consideration over the Closing Aggregate Merger Consideration, (b) any amount released from the Adjustment Escrow Account to the Exchange Agent for the benefit of the Stockholders entitled to receive payments under Section 1.02(d) and (c) the amounts, if any, the Stockholder Representative decides to distribute to the Common Stockholders entitled to receive payments under Section 1.02(d) from time to time from the Reimbursement Fund Amount, less, in the case of the amounts described in clause (a) or (b) preceding, any amount paid to the Stockholder Representative pursuant to Section 1.07(e) or that the Stockholder Representative determines, pursuant to Section 1.07(e) after notice to Parent is provided, is reasonably necessary to reimburse the Stockholder Representative for out-of-pocket expenses incurred (or reasonably likely to be incurred) by the Stockholder Representative in performing its services hereunder that exceed the then-balance of the Reimbursement Fund Amount.

" Affiliate " of any particular Person means any other Person controlling, controlled by, or under common control with, such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

" Aggregate Cash Amount " means the positive amount equal to (i) the Final Parent Trust Amount, plus (ii) the Merger Debt Financing Amount, plus (iii) the aggregate amount of net proceeds, if any, received by Parent from the issuance, sale and delivery of any of its equity securities or any securities convertible into or exercisable or exchangeable for any of its equity securities pursuant to Section 7.05 or otherwise approved by the Company thereunder.

" Amended and Restated Certificate of Incorporation " means that certain Amended and Restated Certificate of Incorporation of Parent, filed with the State of Delaware on July 22, 2015.

" Antitrust Laws " means any federal, state or foreign Law, regulation or decree designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade or the significant impediment of effective competition.

" Business Day " means a day that is neither a Saturday or a Sunday nor any other day on which banking institutions in New York, New York are authorized or obligated by Law to close.

" Cash " means, as of any time of determination, all cash, cash equivalents and marketable securities held by any Group Company at such time and determined in accordance with Accounting Principles, whether or not kept "on site" or held in deposit, checking, savings, brokerage or other accounts of or in any safety deposit box or other storage device. For avoidance of doubt, Cash will (a) be calculated net of issued but uncleared checks and drafts written or issued by any Group Company as of the Reference Time and (b) include checks and drafts received by the Group Companies or deposited for the account of the Group Companies.

" Certificate(s) " means certificate(s) representing Common Stock.

" Certificate of Incorporation " means the Certificate of Incorporation of the Company.

" Claim " means any and all Losses and any and all claims, causes of action, demands, lawsuits, suits, proceedings, governmental investigations or audits by Governmental Entities and administrative orders.

" Closing Aggregate Merger Consideration " means (a) $348,500,000 minus (b) the amount of Estimated Indebtedness, plus (c) the Estimated Net Working Capital less the Estimated Target Net Working Capital Amount (which may be a positive or negative dollar amount), plus (d) the amount of Estimated Cash (which may be a positive or negative dollar amount), minus (e) the amount of the unpaid Estimated Company Transaction Expenses, plus (f) the amount of the Estimated Acquisition Adjustment Amount.

" Closing Cash Consideration " means the Aggregate Cash Amount, minus (i) the Payoff Amount, minus (ii) the Parent Transaction Expenses, minus (iii) the Preferred Stock Merger Consideration, minus (iv) the Adjustment Escrow Amount, minus (v) the Reimbursement Fund Amount, minus (vi) unpaid Estimated Company Transaction Expenses to the extent Estimated Cash is less than the Estimated Company Transaction Expenses.

" Code " means the Internal Revenue Code of 1986, as amended or now in effect or as hereafter amended, including, but not limited to, any successor or substitute federal Tax codes or legislation.

" Common Stockholder " means a record holder of Common Stock (including Restricted Stock) that is outstanding immediately prior to the Effective Time.

" Company Employee Benefit Plan " means each "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not subject to ERISA) and all other stock purchase, stock option, restricted stock, severance, retention, employment, individual consulting, change-of-control, bonus, incentive, deferred compensation, employee loan, welfare, medical, health, disability, fringe benefit and other benefit plan, agreement, program or policy (i) that is sponsored, maintained, contributed to, or required to be contributed to, by any of the Group Companies for the benefit of any officer, employee, consultant or director of the Group Companies or (ii) with respect to which any of the Group Companies has any liability (including contingent liability through any ERISA Affiliate).

" Company Equity Plan " means the Company's 2009 Equity Incentive Plan in effect as of the date hereof.

" Company Fundamental Representations " means the representations and warranties of the Company set forth in Section 3.01 , Section 3.02 , Section 3.04 and Section 3.20 .

" Company Proxy Expenses " means all costs and expenses incurred by the Company (i) incident to the preparation, filing and effectiveness of the Proxy Statement, including the fees, expenses and disbursements of its counsel and accountants related to the foregoing, including but not limited to the accountancy fees related to the preparation of financial statements for inclusion in the Proxy Statement, and (ii) in connection with meeting with stockholders and potential stockholders of Parent.

" Company Stock " means the Common Stock and Preferred Stock.

" Company Transaction Expense " means a Transaction Expense which the Company is obligated to pay, but shall exclude the Company Proxy Expenses.

" Contract " means any legally binding written agreement, contract, arrangement, lease, loan agreement, security agreement, license, indenture or other similar instrument or obligation to which the party in question is a party, other than any Company Employee Benefit Plan.

" Credit Agreement " means the Revolving Credit and Term Loan Agreement, dated as of May 1, 2015, by and among USI Senior Holdings, Inc., USI Intermediate Holdings, Inc., United Subcontractors, Inc., the lenders party thereto, SunTrust Bank, as Administrative Agent, SunTrust Robinson Humphrey, Inc, as Sole Lead Arranger and Sole Book Manager, Zions First National Bank, as Syndication Agent and Citizens Bank, National Association, as Documentation Agent, the Guaranty and Security Agreement dated as of May 1, 2015, by and among USI Senior Holdings, Inc., USI Intermediate Holdings, Inc., United Subcontractors, Inc., USI Cardalls, LLC, USI Construction Services, LLC, the other grants party thereto, in favor of SunTrust Bank, as Administrative Agent and all promissory notes, instruments, agreements and documentation entered into in connection therewith.

" Documents " means, collectively, each agreement, instrument, document and certificate necessary for the consummation of the transactions contemplated by this Agreement.

" Drag-Along Notice " means the notice of exercise by the Drag-Along Rightholders (as defined in the Stockholders Agreement) of the rights provided in Article VI of the Stockholders Agreement with respect to a Drag-Along Sale (as defined in the Stockholders Agreement), in the form attached as Exhibit L hereto.

" EBITDA " means, with respect to a Permitted Acquisition, consolidated earnings before interest, taxes, depreciation and amortization.

" Employee Restricted Stockholder " means a Restricted Stockholder that was an employee of a Group Company at the time any shares of Restricted Stock were granted to such holder.

" Encumbrance " means any lease, pledge, option, easement, deed of trust, right of way, encroachment, conditional sales agreement, security interest, mortgage, adverse claim, encumbrance, covenant, condition, restriction of record, charge or restriction of any kind (except for restrictions on transfer under the Securities Act and applicable state securities laws), including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, whether voluntarily incurred or arising by operation of Law, and includes any agreement to give any of the foregoing in the future.

" Environmental Claim " means any claim, action, cause of action, investigation or written notice by any person or entity alleging potential liability (including, without limitation, potential liability for investigatory costs, cleanup costs, governmental response costs, natural resources damages, property damages, personal injuries, or penalties) arising out of, based on or resulting from (a) the presence, Release or threatened Release of or any exposure to any Hazardous Materials at any location, whether or not owned or operated by the Company, or (b) circumstances forming the basis of any violation or alleged violation of any Environmental Law.

" Environmental Laws " means all federal, state, local and foreign laws and regulations relating to pollution or protection of human health or the environment, including, without limitation, laws relating to Releases or threatened Releases of Hazardous Materials or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, transport or handling of Hazardous Materials.

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

" ERISA Affiliate " means any entity, trade or business that is a member of a group described in Section 414(b), (c), (m) or (o) of the Code or Section 4001(b)(l) of ERISA that includes the Group Companies.

" Escrow Agent " means J.P. Morgan Chase Bank, N.A. or another escrow agent reasonably acceptable to Parent and the Stockholder Representative.

" Exchange Act " means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

" Exchange Agent " means Continental Stock Transfer & Trust Company or another paying agent reasonably acceptable to Parent and the Stockholder Representative.

" Final Parent Trust Amount " means the amount of cash held by the Parent Trust upon conclusion of the Offer (including, without limitation, any amounts contributed to the Parent Trust in connection with the underwriters' over-allotment option (as described in the Proxy Statement)), as may have been reduced by reasonable withdrawals of interest thereon to pay Taxes and for working capital purposes in connection therewith.

" Final Aggregate Merger Consideration " means (a) $348,500,000, minus (b) the amount of Final Indebtedness, plus (c) the Final Net Working Capital less the Final Target Net Working Capital Amount (which may be a positive or negative dollar amount), plus (d) the amount of Final Cash (which may be a positive or negative dollar amount), minus (e) the amount of the Final Company Transaction Expenses, plus (f) the amount of the Final Acquisition Adjustment Amount.

" Financing Sources " means the entities that have committed to provide or arrange or otherwise entered into agreements in connection with the Debt Financing, the Debt Financing Commitment or other financings in connection with the transactions contemplated hereby (including any Substitute Financing), including the parties named in the definition of Debt Financing Commitment, and the parties to any joinder agreements, indentures or credit agreements entered pursuant thereto or relating thereto, together with their respective Affiliates, and the respective former, current or future officers, directors, employees, agents, general or limited partners, managers, members, stockholders, controlling persons and representatives of each of the foregoing, and, in each case, their respective successors and assigns.

" Former Real Property " means all real property formerly owned, leased or operated by any Group Company.

" Fully Diluted Shares " means the aggregate number of shares of Common Stock (including Restricted Stock) outstanding immediately prior to the Effective Time (including the Dissenting Shares but excluding the Excluded Shares).

" GAAP " means United States generally accepted accounting principles consistently applied. With respect to the computations pursuant to Section 1.06 and Section 1.07 , GAAP will be as in effect as of the Reference Time.

" Governing Documents " means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the "Governing Documents" of a corporation are its certificate of incorporation and by-laws, the "Governing Documents" of a limited partnership are its limited partnership agreement and certificate of limited partnership and the "Governing Documents" of a limited liability company are its operating agreement and certificate of formation.

" Governmental Entity " means any federal, national, state, foreign, provincial, local or other government or any governmental, regulatory, administrative or self-regulatory authority, agency, bureau, board, commission, court, judicial or arbitral body, department, political subdivision, tribunal or other instrumentality thereof.

" Group Company(ies) " means the Company and each of its direct and indirect Subsidiaries listed on Schedule 3.04 .

" Hazardous Materials " means any chemical, material, waste or substance defined under applicable Environmental Law as a hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, restricted hazardous waste, pollutant, contaminant, toxic substance or toxic waste.

" HSR Approval " means the filing of a Notification and Report Form with the United States Federal Trade Commission and the United States Department of Justice under the HSR Act and the expiration or termination of any applicable waiting period thereunder, if required.

" Indebtedness " means, as of any time of determination, without duplication, (a) the unpaid principal amount of and accrued and unpaid interest on all indebtedness for borrowed money of the Group Companies (excluding all intercompany indebtedness between or among the Group Companies but including all fees, expenses, payments and costs associated with prepayment, termination, redemption, breakage or unwinding), (b) all obligations of the Group Companies under leases required in accordance with the Accounting Principles to be capitalized on a balance sheet of the Group Companies, (c) all unfunded pension and other post-retirement benefit liabilities, (d) other amounts necessary to satisfy and discharge in full all income Tax liabilities attributable to the Pre-Closing Tax Period, (e) Related Party payables, (f) other amounts necessary to satisfy the payment of stay bonuses, sales bonuses, change-in-control payments, severance payments, retention payments or similar payments to employees payable with respect to any Group Company in connection with the Merger (other than (i) any such agreement entered into at the written direction of Parent or any of its Affiliates, (ii) any severance payable as a result of a termination that occurs following the Closing Date or (iii) any severance payable as a result of a termination that occurs at the written direction of the Parent or any of its Affiliates), (g) any obligation to any Person (other than a Group Company) for the deferred purchase price of property or services, including any promissory notes, contractual payment obligations, earn-outs, contingent payment obligations, non-compete or other restrictive covenant payments, including any such obligation arising from the acquisition of a business (including the Promissory Note, dated as of September 10, 2015, by and among USI Smith Insulation, LLC in favor of Smith Insulation, Inc. and any non-qualified deferred compensation payable to Timmy Smith), (h) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired (even though the rights and remedies of seller or lender under such agreement in the event of default are limited to repossession or sale of such property) and (i) all guarantees provided by any Group Company in respect of the indebtedness or obligations of the type referred to in clauses (a) through (i) of a Person that is not a Group Company. Notwithstanding the foregoing, "Indebtedness" will not include (i) any letters of credit to the extent not drawn upon, (ii) any bank guarantees, (iii) non-cancellable purchase commitments, (iv) surety bonds and performance bonds, (v) any intercompany indebtedness among the Group Companies or (vi) trade payables or other current liabilities in the Ordinary Course of Business.

" Indemnitees " means the Parent Indemnified Parties and the Stockholder Indemnified Parties.

" Intellectual Property " means all of the following owned or used by any Group Company, worldwide, in each case to the extent material: (a) patents and patent applications, including utility, utility model, and design patents, including all issued claims therein, whether published or unpublished, including provisional, national, regional and international applications as well as continuations, continuations-in-part, divisional, reissues and re-examination applications, (b) trademarks, service marks, trade names, trade dress, and logos, whether registered or unregistered, together with the goodwill of the business thereunder, (c) internet domain name registrations, (d) copyrights (registered or unregistered) and applications for registration thereof, and copyrightable subject matter, including copyrights in software, (e) computer software and documentation thereof, (f) inventions (whether patentable or unpatentable and whether or not reduced to practice) and (g) trade secrets, including know-how and proprietary technology.

" Knowledge of the Company " means the actual knowledge of L.W. Varner, Jr. and Curt Petersen as of the date hereof, without independent investigation (and will in no event encompass constructive, imputed or similar concepts of knowledge).

" Law " means any law, rule, regulation, judgment, injunction, order, decree or other restriction of any Governmental Entity.

" Legal Proceeding " means any judicial, administrative or arbitral actions, suits, hearings, inquiries, investigations or other proceedings (public or private) commenced, brought, conducted or heard before, or otherwise involving, any Governmental Entity or arbitrator.

" Legal Requirement " means all applicable laws, statutes, rules, regulations, codes, ordinances, Permits, bylaws, variances, judgments, injunctions, orders, conditions and licenses of a Governmental Entity having jurisdiction over the assets or the properties of any Party or any Group Company and the operations thereof.

" Liabilities " means all indebtedness, obligations and other liabilities of a Person required under GAAP to be accrued on the financial statements of such Person.

" Liens " means liens, security interests, charges or encumbrances.

" Liquidation Value " means $30.00 per share of Preferred Stock.

" Losses " means, collectively, any loss, liability, damages, cost, Tax or expense (including reasonable legal fees and expenses); provided that Losses will not include any exemplary, consequential or punitive damages; provided , however , that nothing in the foregoing proviso will prevent a Party from recovering any exemplary, consequential or punitive damages incurred by such Party in connection with a third-party claim.

" Material Adverse Effect " means any change, effect, event, occurrence, state of facts, circumstance or development that, individually or in the aggregate, has had, or would be reasonably likely to have, a materially adverse effect on (a) the business, assets, properties or condition (financial or otherwise) of the Group Companies, taken as a whole, or (b) the ability of the Group Companies to consummate the transactions contemplated hereby; provided , however , that none of the following will be deemed in themselves, either alone or in combination, to constitute, and none of the following will be taken into account in determining whether there has been, or will be, a Material Adverse Effect: any adverse change, effect, event, occurrence, state of facts, circumstance or development attributable to: (i) operating, business, regulatory or other conditions in the industry in which the Group Companies operate; (ii) general economic conditions, including changes in the credit, debt or financial, capital markets, in each case in the United States or anywhere else in the world; (iii) conditions in the securities markets, capital markets, credit markets, currency markets or other financial markets in the United States or any other country or region in the world including (A) changes in interest rates in the United States and (B) any suspension of trading in securities (whether equity, debt, derivative or hybrid securities) generally on any securities exchange or over-the-counter market operating in the United States or any other country or region in the world; (iv) any stoppage or shutdown of any U.S. government activity (including any default by the U.S. government or delays in payments by government agencies or delays or failures to act by any Governmental Entity); (v) the announcement or pendency or consummation of the transactions contemplated by this Agreement (including the identity of Parent) or compliance with the terms of, or taking any action permitted by, this Agreement, including the impact thereof on relationships, contractual or otherwise, with, or actual or potential loss or impairment of, and any other negative development (or potential negative development) of any Group Company with, any clients, customers, suppliers, distributors, partners, financing sources, directors, officers or other employees and/or consultants and/or on revenue, profitability and cash flows; (vi) changes in GAAP or other accounting requirements or principles or any changes in applicable Laws or the interpretation thereof or other legal or regulatory conditions; (vii) actions required to be taken under applicable Laws or Contracts; (viii) the failure of any Group Company to meet or achieve the results set forth in any internal budget, plan, projection or forecast; (ix) global, national or regional political, financial, economic or business conditions, including hostilities, acts of war, sabotage or terrorism or military actions or any escalation, worsening or diminution of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway; and (x) hurricanes, earthquakes, floods, tsunamis, tornadoes, mudslides, wild fires or other natural disasters and other force majeure events in the United States or any other country or region in the world provided , however , that with respect to each of clauses (i) through (iv) , (vi) , (vii) , (ix) and (x) , any change, effect, event, occurrence, state of facts, circumstance or development referred to above shall be taken into account in determining whether a Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that such change, effect, event, occurrence, state of facts, circumstance or development has a disproportionate effect on the Group Companies compared to other participants in the industries in which such Group Companies primarily conduct their businesses.

" Merger Debt Financing Amount " means $100,000,000, being the portion of the Debt Financing Commitment to be utilized in connection with the payment of the Payoff Amount, the Parent Transaction Expenses, the Preferred Stock Merger Consideration, the Closing Cash Consideration, the Adjustment Escrow Amount and the Reimbursement Fund Amount.

" Nasdaq " means The NASDAQ Capital Market.

" Net Working Capital " means the amount, as of the Reference Time, calculated as set forth on Schedule I and determined in accordance with the Accounting Principles.

" Open Source Software " means any software in source code, object code, software library or executable form that contains or is distributed as "free software" or "open source software" or is otherwise distributed under distribution models that (a) require licensing or distribution source code to licensees, (b) prohibit or limit the receipt of consideration in connection with sublicensing or distributing any software, (c) except as specifically permitted by applicable law, allow any Person to decompile, disassemble or otherwise reverse-engineer any software, or (d) require the licensing of any software to any other Person for the purpose of making derivative works. Open Source Software includes, without limitation, software that is licensed under any version of the GNU Affero General Public License, the GNU General Public License, the GNU Lesser General Public License, the Mozilla Public License and the Common Public License.

" Order " means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Entity. For clarification, a Permit is not an Order.

" Ordinary Course of Business " means, with respect to any Person, actions that are consistent in all material respects with the past practices of such Person, taken in the ordinary course of the normal day-to-day operations of such Person.

" Organizational Documents " means the bylaws of the Company, as amended through the date hereof, and the Certificate of Incorporation.

" Parent Common Stock " means shares of common stock of Parent, par value $0.0001 per share.

" Parent Disclosure Schedule " means a Schedule referencing the appropriate section or clause of this Agreement and delivered by Parent to the Company on or prior to the date hereof.

" Parent Fundamental Representations " means the representations and warranties of Parent set forth in Sections 4.01 , 4.02 and 4.08 .

" Parent Material Adverse Effect " means any change, effect, event, occurrence, state of facts or development that, individually or in the aggregate, has had or would have a material adverse effect on the ability of Parent or the Merger Sub to consummate the transactions contemplated hereby.

" Parent Stock Consideration " means the number of shares of Parent Common Stock equal to the quotient of (i) the positive amount equal to (A) the Closing Aggregate Merger Consideration, minus (B) the Preferred Stock Merger Consideration, minus (C) the Closing Cash Consideration, minus (D) the Adjustment Escrow Amount, minus (E) the Reimbursement Fund Amount, divided by (ii) $10.00.

" Parent Stockholder Approval " means the requisite affirmative vote of the stockholders of Parent, in each case obtained in accordance with the Parent Governing Documents, the DGCL, the rules and regulations of the SEC and Nasdaq and the Proxy Statement, to (i) approve and adopt this Agreement, the Second Amended and Restated Certificate of Incorporation of Parent and the Management Incentive Plan, (ii) elect, and designate the classes of, the members of the Board of Directors of Parent, and (iii) obtain any and all other approvals necessary to effect the consummation of the Merger, including with respect to the issuance of the Parent Stock Consideration.

" Parent Transaction Expense " means (i) a Transaction Expense which Parent is obligated to pay (which, in no event, shall be greater than $22,000,000, in the aggregate), (ii) Company Proxy Expenses and (iii) the "Commitment Fee" and the "Closing Fee" payable pursuant to and as defined in the Debt Financing Commitment.

" Parent Trust " means that certain trust account of Parent with Continental Stock Transfer & Trust Company, acting as trustee, established under the Parent Trust Agreement.

" Parent Trust Agreement " means that certain Investment Management Trust Agreement, dated as of July 22, 2015, by and between Parent and Continental Stock Transfer & Trust Company.

" Parent's Knowledge " or any similar phrase, with respect to Parent, means the actual knowledge of Daniel Hennessy, Kevin Charlton and Nicholas Petruska.

" Participating Common Stockholder " means a Common Stockholder who within 10 days following receipt of Parent's request therefor, provides to Parent a duly executed written undertaking substantially in the form of Exhibit M , acknowledging and agreeing to the terms and conditions of Section 11.03 applicable to Participating Common Stockholders, and agreeing to be bound by such terms and conditions and that such terms and conditions inure to the benefit of Parent and its successors and permitted assigns as if such Common Stockholder were an original party to this Agreement for purposes of Section 11.03 hereof, and (B) furnishes in writing to Parent such information contemplated by Section 11.03(d)(i) and such other information and materials as may be reasonably requested by Parent in order to comply with all applicable requirements of the SEC and to obtain acceleration of the effective date of the Registration Statement or any post-effective amendment thereto.

" Per Common Share Closing Cash Consideration " means the Closing Cash Consideration divided by the Fully Diluted Shares.

" Per Common Share Parent Stock Consideration " means the number of shares of Parent Common Stock equal to the quotient of (i) the Parent Stock Consideration *divided by* (ii) the Fully Diluted Shares.

" Per Common Share Post-Closing Consideration " means the amount equal to the quotient obtained by dividing (i) the Additional Common Stock Merger Consideration by (ii) the Fully Diluted Shares.

" Permitted Acquisition " means an acquisition by the Company of a Person that (i) has EBITDA for the full twelve-month period immediately prior to the consummation of the acquisition in excess of $200,000, (ii) is consummated prior to the Closing Date and (iii) would not, individually or when taken together with all other Permitted Acquisitions, require new financial information to be included in the Proxy Statement under Regulation S-X (including Rule 3-05 or Article 11 thereof) of the SEC.

" Permitted Acquisition Actual Value Increase " means, with respect to a Permitted Acquisition, the numerical value equal to (a) the purchase price for such Permitted Acquisition (which shall equal the sum of the purchase price (whether paid cash or otherwise) as provided in the respective acquisition related agreements, including any amounts paid or otherwise payable for restrictive covenant, employment or consulting agreements, relating to such Permitted Acquisition, whether any or all of such purchase price is contingent or otherwise payable on a deferred basis and assuming that such contingent or otherwise deferred payments will be fully earned and paid) whether paid before or after the Closing Date, divided by (b) the Trailing Twelve Months EBITDA for the Person acquired in such Permitted Acquisition.

" Permitted Acquisition EBITDA Increase " means, with respect to a Permitted Acquisition, the numerical value equal to (a) eight and one half (8.5) less (b) the Permitted Acquisition Actual Value Increase, multiplied by (c) the Trailing Twelve Months EBITDA Amount for such Permitted Acquisition.

" Permitted Liens " means (a) statutory liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings by the Group Companies and for which appropriate reserves have been established in accordance with GAAP; (b) mechanics', carriers', workers', repairers' and similar statutory liens arising or incurred in the Ordinary Course of Business for amounts that are not delinquent, unless being contested in good faith by appropriate proceedings and for which adequate accruals or reserves have been established; (c) zoning, entitlement, building and other land use regulations or ordinances imposed by Governmental Entities having jurisdiction over the Leased Real Property or the Owned Real Property that are not violated by the use and operation as of the date hereof of the Leased Real Property or the Owned Real Property; (d) covenants, conditions, restrictions, easements and other similar matters of record affecting title to the Leased Real Property or the Owned Real Property that do not materially impair the occupancy or use of the Leased Real Property or the Owned Real Property for the purposes for which it is used as of the date hereof or proposed to be used in connection with the Group Companies' and their Subsidiaries' businesses; (e) liens arising under workers' compensation, unemployment insurance, social security, retirement and similar legislation; (f) liens arising in connection with sales of foreign receivables; (g) liens on goods in transit incurred pursuant to documentary letters of credit; (h) purchase money liens; (i) title to any portion of the premises lying within the right of way or boundary of any public road or private road which, individually or in the aggregate, do not materially adversely affect the value or the continued use of the Leased Real Property or the Owned Real Property; (j) rights of parties in possession without options to purchase or rights of first refusal; and (k) liens securing Indebtedness.

" Person " means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a Governmental Entity or any department, agency or political subdivision thereof.

" Pre-Closing Tax Period " means any taxable period (or, with respect to a Straddle Period, any portion thereof) ending on or prior to the Closing Date.

" Preferred Stockholder " means a record holder of Preferred Stock that is outstanding immediately prior to the Effective Time.

" Preliminary Proxy Statement " means the preliminary proxy statement of Parent initially filed with the SEC in connection with the Merger.

" Pro Rata Share " means, with respect to any Common Stockholder, the quotient (expressed as a percentage) obtained by dividing (a) the number of shares of Common Stock (including Restricted Stock) held by such Stockholder immediately prior to the Effective Time by (b) the Fully Diluted Shares.

" Prospectus " means that certain final prospectus, dated as of July 22, 2015, of the Parent, as filed with the SEC on July 23, 2015.

" Real Property Leases " means all leases, subleases, licenses, concessions and other Contracts applicable to the Leased Real Property, and any ancillary documents pertaining thereto, including, for example, amendments, modifications, supplements, exhibits, Schedules, addenda and restatements thereto and thereof.

" Reference Time " means 12:01 a.m., Eastern time, on the day the Effective Time occurs.

" Regulatory Approvals " means any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Entity.

" Related Party " means: (a) any Stockholder; (b) any employee, officer, director, stockholder, partner or member of any Person listed in clause (a) of this definition; (c) any spouse, sibling or descendant (including natural or adoptive descendants) of any individual listed in clauses (a) or (b) of this definition; and (d) any Affiliate of one or more of the Persons listed in clauses (a), (b) and (c) of this definition.

" Release " means any release, spill, emission, discharge, leak, pumping, injection, deposit, disposal, dispersal, leaching or migration into the environment (including, without limitation, ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property, including the movement of Hazardous Materials through or in the air, soil, surface water, groundwater or property.

" Representatives " means the officers, directors, managers, employees, attorneys, accountants, advisors, representatives, consultants and agents of a Person.

" Required Information " means (a) the Company Financial Statements, (b) such information about the Group Companies as is reasonably necessary to conduct customary lien searches, (c) GAAP unaudited consolidated balance sheets and related statements of income, stockholders' equity and cash flows for the Company for (i) each subsequent fiscal quarter ended 45 days prior to the Closing Date and (ii) each fiscal month after the most recent fiscal quarter for which financial statements were delivered and ended at least 35 days prior to the Closing Date and (d) such other information that is reasonably requested by Parent and the Merger Sub and is customarily delivered by a borrower in the preparation of a customary confidential information memorandum for syndicated senior secured credit facilities.

" Restricted Stock " means the outstanding shares of Common Stock granted pursuant to the Company Equity Plan that have not vested as of immediately prior to the Effective Time.

" Restricted Stock Agreements " means the outstanding agreements evidencing any Restricted Stock (including the relevant grant notices).

" Restricted Stockholder " means a record holder of Restricted Stock that is outstanding immediately prior to the Effective Time.

" SEC " means the U.S. Securities and Exchange Commission.

" Second Amended and Restated Certificate of Incorporation " means the Second Amended and Restated Certificate of Incorporation of Parent, in the form attached as an exhibit to the Preliminary Proxy Statement, as the same may be modified with the prior written consent of the Company and in accordance with the further terms hereof.

" Securities Act " means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

" Specified Proceeding " means any Legal Proceedings by the Company for recovery of amounts due to the Company from the settlement of the matter *Columbus Drywall & Insulation, Inc., et al. v. Masco Corporation, et al.* , including any amounts recovered in the matter *United Subcontractors, Inc. v. Rust Consulting, Inc.* , pending in the Superior Court of Fulton County, State of Georgia.

" Stockholder " means a Preferred Stockholder or a Common Stockholder.

" Stockholders Agreement " means that certain Stockholders Agreement, dated as of June 30, 2009, by and among the Company and the stockholders party thereto, as amended by that certain First Amendment to Stockholders Agreement, dated as of November 26, 2013 and that certain Second Amendment to Stockholders Agreement, dated as of June 30, 2015.

" Straddle Period " means any taxable period that includes (but does not end on) the Closing Date.

" Subsidiary " means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof, or any partnership, limited liability company, association or other business entity of which a majority of the partnership, limited liability company or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. For purposes of this definition, a Person is deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person is allocated a majority of the gains or losses of such partnership, limited liability company, association or other business entity or is or controls the managing member or general partner or similar position of such partnership, limited liability company, association or other business entity.

" Target Net Working Capital Amount " means a dollar amount equal to (x) the revenue of the Company and its Subsidiaries (determined in accordance with the Accounting Principles and pro forma for the acquisitions completed by the Company in 2015 and 2016, if any) for the 12-month period ended the last day of the calendar month immediately prior to the month in which the Closing Date occurs, multiplied by (y) 8.4%; provided , that if the Closing Date is within the first seven (7) days of a calendar month, then the applicable period in clause (x) shall be the 12 month period ended the last day of the penultimate calendar month prior to the month in which the Closing Date occurs.

" Tax " or " Taxes " means (i) any federal, state, local or foreign net income, gross income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, transfer, real property gains, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, including under Section 59A of the Code, customs, duties, real property, special assessment, escheat, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing and (ii) any liability for the payment of amounts determined by reference to amounts described in clause (i) as a result of being or having been a member of any group of corporations that files, will file, or has filed Tax Returns on a combined, consolidated or unitary basis, as a result of any obligation under any agreement or arrangement (including any Tax sharing arrangement), as a result of being a transferee or successor, or by contract or otherwise.

" Tax Returns " means any return, report, information return or other document (including Schedules or any related or supporting information) filed or required to be filed with any Governmental Entity or other authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws or administrative requirements relating to any Tax.

" Total Permitted Acquisition Purchase Price " means the total aggregate purchase price paid in cash after the date of this Agreement and prior to the Closing Date for all Permitted Acquisitions that occur after the date of this Agreement and prior to the Closing Date, such cash purchase price shall include the amount of all reasonable and documented transaction fees and expenses that are paid after the date of this Agreement and prior to the Closing Date (including the reasonable and documented fees for financial and legal advisors) in connection with each such Permitted Acquisition.

" Trade Secrets " means confidential and proprietary information, trade secrets and know-how, including confidential processes, schematics, databases, formulae, drawings, prototypes, models, designs, know-how, concepts, methods, devices, technology, research and development results and records, inventions, compositions, reports, data, mailing lists, business plans, and customer lists, in each case, to the extent protectable under applicable Law as a trade secret.

" Trailing Twelve Months EBITDA Amount " means, with respect to a Permitted Acquisition, the aggregate EBITDA of the Person acquired in such Permitted Acquisition for the full twelve-month period immediately prior to the consummation of the Permitted Acquisition.

" Transaction Deductions " means, to the extent such items are deductible (using a more likely than not standard) for U.S. federal income tax purposes: (a) all Transaction Expenses and (b) the fees, expenses and interest (including amounts treated as interest for U.S. federal income tax purposes and any breakage fees or accelerated deferred financing fees) incurred by any of the Group Companies with respect to the payoff of all amounts necessary to discharge fully the then outstanding balance of all Indebtedness under the Credit Agreement at Closing. For the avoidance of doubt, the amount of the Transaction Deductions shall be treated as the first items and deductions claimed by the Company and its Subsidiaries for purposes of determining the amount of any Tax refund attributable to such Transaction Deductions in accordance with the provisions of Section 6.08 .

" Transaction Documents " means, collectively, this Agreement and all of the certificates, instruments and agreements required to be delivered by any of the Parties at the Closing.

" Transaction Expenses " means, with respect to each of the Company and Parent, all of its costs and expenses incident to the negotiation and preparation of this Agreement and the other Documents and the performance and compliance with all agreements and conditions contained herein to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants, due diligence expenses, advisory and consulting fees, underwriting and other third-party fees required to consummate the Merger, the fees and expenses charged by a lender pursuant to the Payoff Letters, and other costs and expenses associated with any of the foregoing.

12.02. Other Definitional Provisions .

(a) Accounting Terms . Accounting terms that are not otherwise defined in this Agreement have the meanings given to them under GAAP. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) Successor Laws . Any reference to any particular Code section or Law will be interpreted to include any revision of or successor to that section regardless of how it is numbered or classified.

ARTICLE XIII.

MISCELLANEOUS

13.01. Press Releases and Public Announcements . No Party will issue any press release or make any similar public announcement relating to the subject matter of this Agreement without the prior written approval of Parent and the Stockholder Representative; provided , however , that any Party may make any public disclosure it believes in good faith is required by applicable law (in which case the disclosing Party will use its commercially reasonable efforts to advise the other Parties in writing prior to making the disclosure); provided the Stockholders may provide general information about the subject matter of this Agreement in connection with fundraising, marketing, informational or reporting activities.

13.02. Expenses . Except as expressly provided herein, at the Closing, (a) the Company shall pay the Company Transaction Expenses and (b) Parent shall pay the Parent Transaction Expenses. Except as expressly provided herein, if this Agreement is terminated in accordance herewith, then the Company shall pay the Company Transaction Expenses and Parent shall pay the Parent Transaction Expenses.

13.03. Transfer Taxes . All transfer Taxes, recording fees and other similar Taxes that are imposed on any of the parties hereto by any Governmental Entity incurred in connection with the consummation of the transactions contemplated by this Agreement, shall be paid fifty percent (50%) by Parent as a Parent Transaction Expense and fifty percent (50%) by the Company as a Company Transaction Expense.

13.04. Consequences of Breach . Except in the case of fraud, there shall be no remedy available to Parent or the Group Companies and their respective successors and permitted assigns, their respective officers, directors, managers, employees, Affiliates and Representatives (collectively, the " Parent Parties ") for any and all losses (including all Losses) that are sustained or incurred by any of the Parent Parties by reason of, resulting from or arising out of any breach of or inaccuracy in any of the Company's representations or warranties contained in this Agreement. Except for the purposes of determining the obligations of Parent to consummate the transactions contemplated by this Agreement in accordance with Section 8.01(a) , the representations and warranties provided by the Company in this Agreement (including Article III) are provided for informational purposes only and (b) the Company shall have no liability to any Parent Party for any Losses incurred due to any fact or circumstance that constitutes a breach of any representation or warranty of the Company contained in this Agreement. Except in the case of fraud, there shall be no remedy available to the Company and its respective successors and permitted assigns, its respective officers, directors, managers, employees, Affiliates and Representatives (collectively, the " Company Parties ") for any and all losses (including all Losses) that are sustained or incurred by any of the Company Parties by reason of, resulting from or arising out of any breach of or inaccuracy in any of Parent's representations or warranties contained in this Agreement. Except for the purposes of determining the obligations of the Company to consummate the transactions contemplated by this Agreement in accordance with Section 8.02(a) , (a) the representations and warranties provided by Parent in this Agreement (including Article IV) are provided for informational purposes only and (b) Parent shall have no liability to any Company Party for any Losses incurred due to any fact or circumstance that constitutes a breach of any representation or warranty of Parent contained in this Agreement.

13.05. Survival . The agreements and obligations of the parties under Section 10.02 and this Article XIII shall survive, as the case may be, (i) the termination of this Agreement in accordance with Article X hereof or (ii) the Closing. The agreements and obligations of the parties under Article IX hereof shall survive the Closing and shall continue in accordance with their terms. No representations or warranties or other covenants and agreements in this Agreement shall survive the Closing and or the termination of this Agreement. Notwithstanding the foregoing, the representations and warranties in Section 3.04(a) shall survive the Closing until the one-year anniversary of the Closing Date (on which date such representations and warranties shall terminate), and Parent shall be entitled to make a claim against the Company for a breach thereof until such date; provided that, except in the case of fraud, Parent shall not be entitled to claim or recover with respect to a breach thereof an aggregate monetary amount in excess of the aggregate of the Preferred Stock Merger Consideration, the Closing Cash Consideration and the Additional Common Stock Merger Consideration.

13.06. Notices . Unless otherwise provided herein, all notices, requests, demands, claims, consents, approvals and other communications hereunder will be in writing. Any notice, request, demand, claim, consent, approval or other communication hereunder will be deemed duly given (a) when delivered personally to the recipient, (b) one Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (c) three Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

Notices to Parent, Surviving Company and/or the Merger Sub :

Hennessy Capital Acquisition Corp. II
700 Louisiana Street, Suite 900
Houston, Texas 77002
Attention: Daniel J. Hennessy
Email: dhennessy@hennessycapllc.com

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

Sidley Austin LLP
One South Dearborn St.
Chicago, IL 60603
Attention: Jeffrey N. Smith and Dirk W. Andringa
Facsimile: (312) 853-7036
Email: jnsmith@sidley.com and dandringa@sidley.com

and to:

Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas, 11th Floor
New York, NY 10105
Attention: Stuart Neuhauser, Esq.
Facsimile: (212) 370-7889
Email: sneuhauser@egsllp.com

Notices to the Stockholder Representative :

North American Direct Investment Holdings, LLC
c/o Seven Mile Capital Partners
515 Madison Avenue, 15th Floor
New York, NY 10022
Attention: Kevin Kruse
Facsimile: (646) 737-1939

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

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: William H. Gump
Facsimile: (212) 728-8111

Notices to the Company :

USI Senior Holdings, Inc.
445 Minnesota Street, Suite 2500
St. Paul, MN 55101
Attention: Chief Executive Officer
Facsimile: (651) 846-5733

with a copy to (prior to the Closing) (which will not constitute notice):

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: William H. Gump
Facsimile: (212) 728-8111

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

13.07. Succession and Assignment . This Agreement will inure to the benefit of, and be binding upon, the successors and assigns of the Parties. Neither this Agreement nor any of the rights, interests or obligations hereunder will be assignable by Parent, the Merger Sub, the Company or the Stockholder Representative; provided , however , that Parent may (a) assign its rights under this Agreement to any Affiliate of Parent or to any future purchaser of Parent or the Surviving Company or its respective assets or (b) collaterally assign any or all of their rights and interests hereunder to one or more lenders of Parent or the Surviving Company.

13.08. Severability . Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. The Parties expressly agree that the duration, geographic area, and scope of the restrictive covenants set forth in Article V , Article VI and Article XI are no greater than are reasonable and necessary to protect the legitimate business interests of Parent. Nevertheless, in the event a court of competent jurisdiction finds that any of the restrictive covenants set forth in Article V , Article VI and Article XI is unenforceable, it is the intent of the Parties that the restrictive covenants be modified to be of the maximum duration, geographic area, and scope that is deemed to be enforceable by the court, and the Parties will inform any such court of such intent.

13.09. References . The table of contents and the Section and other headings and subheadings contained in this Agreement and the exhibits hereto are solely for the purpose of reference, are not part of the agreement of the Parties, and will not in any way affect the meaning or interpretation of this Agreement or any Exhibit hereto. All references to days (excluding Business Days) or months will be deemed references to calendar days or months. All references to "$" will be deemed references to United States dollars. Unless the context otherwise requires, any reference to a "Section," "Exhibit," "Disclosure Schedule" or "Schedule" will be deemed to refer to a Section of this Agreement, an Exhibit to this Agreement or a Schedule to this Agreement, as applicable. The words "hereof," "herein" and "hereunder" and words of similar import referring to this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "including" or any variation thereof means "including, without limitation" and will not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. Any reference to any federal, state, local or foreign statute or law will be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. All terms defined in this Agreement will have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

13.10. Construction . The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

13.11. Amendment and Waiver . Any provision of this Agreement or the Disclosure Schedules hereto may be amended or waived only in a writing signed (a) in the case of any amendment, by Parent, the Company (or the Surviving Company following the Closing) and the Stockholder Representative and (b) in the case of a waiver, by the Party or Parties waiving rights hereunder; provided , however , that Section 10.02 , Section 13.07 , Section 13.13 , Section 13.18 , Section 13.19(b) and this Section 13.11 may not be amended or, with respect to any rights of any Financing Source or lender party to the Debt Financing Commitment, waived, without the prior written consent of the Financing Sources and lenders party to the Debt Financing Commitment; provided , further , that after the receipt of the Written Stockholder Consent, no amendment to this Agreement will be made that by Law requires further approval by the stockholders of the Company without such further approval by such stockholders. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

13.12. Entire Agreement . This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. The exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof as if set forth in full herein.

13.13. Third-Party Beneficiaries . Certain provisions of this Agreement are intended for the benefit of the Stockholders and will be enforceable by the Stockholder Representative on behalf of the Stockholders; provided that, except as set forth below, no Stockholder will have the right to directly take any action or enforce any provision of this Agreement, it being understood and agreed that all such actions will be taken solely by the Stockholder Representative on behalf of the Stockholders as provided in Section 11.01 hereof. In addition, (a) the Stockholder Representative will have the right, but not the obligation, to enforce any rights of the Company or the Stockholders under this Agreement, (b) the Stockholders will have the right to enforce their rights under Section 11.03 , Section 13.01 and Section 13.23 , (c) each D&O Indemnified Party, and his or her successors, heirs and representatives, will have the right to enforce their respective rights under Section 9.01 , (d) the Financing Sources and lenders party to the Debt Financing Commitment will have right to enforce their rights under Section 10.02 , Section 13.07 , Section 13.11 , Section 13.18 , Section 13.19(b) and this Section 13.13 , and (e) WF&G will have the right to enforce its rights under Section 13.23 . Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement.

13.14. WAIVER OF TRIAL BY JURY . EACH OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT, THE DEBT FINANCING COMMITMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

13.15. Parent Deliveries . Parent agrees and acknowledges that all documents or other items delivered or made available to Parent's Representatives will be deemed to be delivered or made available, as the case may be, to Parent for all purposes hereunder.

13.16. Delivery by Facsimile or Email . This Agreement and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or scanned pages via electronic mail, will be treated in all manner and respect as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any Party hereto or to any such contract, each other Party hereto or thereto will re-execute original forms thereof and deliver them to all other Parties. No Party hereto or to any such contract will raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine or email as a defense to the formation of a contract and each such Party forever waives any such defense. This Agreement is not binding unless and until signature pages are executed and delivered by each of the Company, Parent, the Merger Sub and the Stockholder Representative.

13.17. Counterparts . This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one agreement. Execution and delivery of this Agreement by exchange of electronically transmitted counterparts bearing the signature of a Party will be equally as effective as delivery of a manually executed counterpart of such Party.

13.18. Governing Law . All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the exhibits and Schedules hereto will be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

13.19. Jurisdiction .

(a) Any Legal 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 will be brought and determined exclusively in the Delaware Court of Chancery of the State of Delaware; provided that if the Delaware Court of Chancery does not have jurisdiction, any such Legal Proceeding will be brought exclusively in the United States District Court for the District of Delaware or any other court of the State of Delaware, and each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Legal 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 Legal Proceeding in any such court or that any such Legal Proceeding that is brought in any such court has been brought in an inconvenient forum. Process in any such Legal Proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 13.06 will be deemed effective service of process on such Party.

(b) Notwithstanding the foregoing and without limiting Section 13.19(a) , each of the Parties hereto agrees that it will not bring or support any Legal Proceeding, cross-claim or third-party claim of any kind or description, whether in Law or in equity, whether in contract or in tort or otherwise, against the financing sources under the Debt Financing Commitment in any way relating to this Agreement, the Debt Financing or any of the transactions contemplated hereby or thereby, including any dispute arising out of or relating in any way to the debt commitment letters or any other letter or agreement related to the Debt Financing or the performance thereof, in any forum other than any State or Federal court sitting in the Borough of Manhattan in the City of New York, and any appellate court thereof and each Party hereto (v) submits for itself and its property with respect to any such Legal Proceeding to the exclusive jurisdiction of such court; (w) acknowledges and irrevocably agrees that service of process, summons, notice or document by registered mail addressed to them at their respective address provided in Section 13.06 shall be effective service of process against them for any such Legal Proceeding brought in any such court; (x) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such Legal Proceeding in any such court; (y) acknowledges and irrevocably agrees that a final judgment in any such Legal Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law; and (z) acknowledges and irrevocably agrees that any such Legal Proceeding shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflicts of law rules of such state that would result in the application of the laws of any other state.

13.20. Remedies Cumulative . Except as otherwise provided herein, any and all remedies herein expressly conferred upon a Party will be deemed cumulative with, and not exclusive of, any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

13.21. No Vicarious Liability . Notwithstanding anything in this Agreement to the contrary, all liabilities and obligations arising out of this Agreement and the transactions contemplated hereby will be limited to the parties to this Agreement, and a Person that is not a party to this Agreement will not have any liability or obligation hereunder or with respect to the transactions contemplated hereby.

13.22. Specific Performance .

(a) Each Party agrees that irreparable damage would occur and that the Parties would not have any adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, in addition to any other remedies available under this Agreement, the Parties agree that, prior to the termination of this Agreement, each Party will be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent the other Party's breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including Parent's or the Company's obligation to consummate the transactions contemplated by this Agreement if required to do so hereunder). Each Party agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement, and hereby waives (i) any defenses in any Legal Proceeding for an injunction, specific performance or other equitable relief, including the defense that the other Parties have an adequate remedy at Law or an award of specific performance is not an appropriate remedy for any reason at Law or equity and (ii) any requirement under Law to post a bond, undertaking or other security as a prerequisite to obtaining equitable relief.

(b) For purposes of clarification, the Company's specific performance rights under Section 13.22(a) to cause Parent to close the transactions contemplated hereby when required to do so under the terms of this Agreement will include the right to cause Parent to draw down the full proceeds of the Debt Financing pursuant to the terms and conditions of the Debt Financing Commitment, including by requiring Parent to bring one or more lawsuits or other appropriate Legal Proceeding against the debt providers under the Debt Financing Commitment. In no event will the exercise of the Company's right to seek specific performance or other equitable relief pursuant to this Section 13.22 reduce, restrict or otherwise limit the Company's right to terminate this Agreement pursuant to Sections 10.01 and 10.02 and to be reimbursed by Parent for the Company Proxy Expenses.

(c) To the extent any Party brings any Legal Proceeding to enforce specifically the performance of the terms and provisions of this Agreement prior to the Closing, the Outside Date will automatically be extended to (i) the 20 th Business Day after such Legal Proceeding is no longer pending or (ii) such other date established by the court presiding over such Legal Proceeding.

13.23. Waiver of Conflicts . Recognizing that Willkie Farr & Gallagher LLP (" WF&G ") has acted as legal counsel to certain of the Stockholders and the Company, its and their Affiliates and the Group Companies prior to the Closing, and that WF&G intends to act as legal counsel to certain of the Stockholders after the Closing, each of Parent and the Surviving Company (including on behalf of the Surviving Company's Subsidiaries) hereby waives, on its own behalf and agrees to cause its Affiliates to waive, any conflicts that may arise in connection with WF&G's representing any Stockholder and/or its Affiliates after the Closing as such representation may relate to Parent, the Surviving Company or any of its Subsidiaries or the transactions contemplated herein. In addition, all communications involving attorney-client confidences between any Stockholder and its Affiliates in the course of the negotiation, documentation and consummation of the transactions contemplated hereby will be deemed to be attorney-client confidences that belong solely to such Stockholder and its Affiliates (and not to the Group Companies or the Surviving Company). Accordingly, the Group Companies and the Surviving Company, as the case may be, will not have access to any such communications, or to the files of WF&G relating to engagement, whether or not the Closing will have occurred. Without limiting the generality of the foregoing, upon and after the Closing, (a) the applicable Stockholder and its Affiliates (and not the Surviving Company or any of its Subsidiaries) will be the sole holders of the attorney-client privilege with respect to such engagement, and none of the Surviving Company and its Subsidiaries will be a holder thereof, (b) to the extent that files of WF&G in respect of such engagement constitute property of the client, only the applicable Stockholder and its Affiliates (and not the Surviving Company or any of its Subsidiaries) will hold such property rights and (c) WF&G will have no duty whatsoever to reveal or disclose any such attorney-client communications or files to the Surviving Company or any of its Subsidiaries by reason of any attorney-client relationship between WF&G and any of the Group Companies or otherwise. Notwithstanding the foregoing, in the event that a dispute arises between Parent, the Surviving Company or any of its Subsidiaries and a third party (other than a Party to this Agreement or any of their respective Affiliates) after the Closing, the Surviving Company (including on behalf of its Subsidiaries) may assert the attorney-client privilege to prevent disclosure of confidential communications by WF&G to such third party; provided , however , that neither the Surviving Company nor any of its Subsidiaries may waive such privilege without the prior written consent of the Stockholder Representative on behalf of the Stockholders.

13.24. No Recourse . Except in the case of fraud, all actions, claims, obligations, liabilities or causes of actions (whether in contract or in tort, in law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to: (a) this Agreement, (b) the negotiation, execution or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), (c) any breach of this Agreement and (d) any failure of the Merger to be consummated, may be made only against (and, without prejudice to the rights of any express third party beneficiary to whom rights under this Agreement inure pursuant to Section 13.13), are those solely of the Persons that are expressly identified as parties to this Agreement and not against any Released Party. Except in the case of fraud, no other Person, including any director, officer, employee, incorporator, member, partner, manager, stockholder, optionholder, Affiliate, agent, attorney or representative of, or any financial advisor or lender to, any party to this Agreement, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney or representative of, or any financial advisor or lender (each of the foregoing, a " Released Party ") to any of the foregoing shall have any liabilities (whether in contract or in tort, in law or in equity, or granted by statute whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil) for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related in any manner to the items in the immediately preceding clauses (a) through (d) and each Party, on behalf of itself and its Affiliates, hereby irrevocably releases and forever discharges each of the Released Parties from any such liability or obligation.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Agreement and Plan of Merger on the day and year first above written.

Company: **USI SENIOR HOLDINGS, INC.**

By: /s/ Leo William Varner, Jr.
Its: Chief Executive Officer

Parent: **HENNESSY CAPITAL ACQUISITION CORP. II**

By: /s/ Daniel J. Hennessy
Its: Chairman and Chief Executive Officer

Merger Sub: **HCAC II, INC.**

By: /s/ Daniel J. Hennessy
Its: Chairman and Chief Executive Officer

Representative: **NORTH AMERICAN DIRECT INVESTMENT HOLDINGS, LLC** , solely in its capacity as the Stockholder Representative

By: /s/ Vincent Fandozzi
Its: Partner

VOTING AND SUPPORT AGREEMENT

This VOTING AND SUPPORT AGREEMENT (this " Agreement ") is entered into as of April 1, 2016, by and among USI Senior Holdings, Inc., a Delaware corporation (the " Company "), Hennessy Capital Partners II LLC (" Hennessy Capital Partners II ") and the stockholders set forth on Schedule I hereto (such individuals together with Hennessy Capital Partners II, each a " Stockholder ", and collectively, the " Stockholders "). The Company and the Stockholders are sometimes referred to herein as a " Party " and collectively as the " Parties ".

W I T N E S S E T H :

WHEREAS, as of the date hereof, each of the Stockholders " beneficially owns " (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) and is entitled to dispose of (or to direct the disposition of) and to vote (or to direct the voting of) the number of shares of common stock, par value $0.0001 per share (the " Common Stock "), of Hennessy Capital Acquisition Corp. II, a Delaware corporation (" Parent "), set forth opposite such Stockholder's name on Schedule I hereto (such shares of Common Stock, together with any other shares of Common Stock the voting power over which is acquired by Stockholder during the period from and including the date hereof through and including the date on which this Agreement is terminated in accordance with its terms (such period, the " Voting Period "), including any and all Common Stock acquired by such Stockholder during the Voting Period pursuant to the exercise, exchange or conversion of, or other transaction involving, any and all warrants issued to such Stockholder in a private placement that occurred simultaneously with Parent's initial public offering (the " Warrants "), are collectively referred to herein as the " Subject Shares ");

WHEREAS, the Company and Parent propose to enter into an agreement and plan of merger, dated as of the date hereof (as the same may be amended from time to time, the " Merger Agreement "), pursuant to which, upon the terms and subject to the conditions set forth therein, a wholly-owned subsidiary of Parent (" Merger Sub ") will merge with and into the Company, with the Company surviving as a wholly-owned subsidiary of Parent, and in exchange therefor, Parent shall make a cash payment to the stockholders of the Company and issue to the stockholders of the Company a certain number of shares of Common Stock (such transaction, together with the other transactions contemplated by the Merger Agreement, the " Transactions "); and

WHEREAS, as a condition to the willingness of the Company to enter into the Merger Agreement, and as an inducement and in consideration therefor, the Stockholders are executing this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1 Capitalized Terms . For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the Merger Agreement.

ARTICLE II
VOTING AGREEMENT

Section 2.1 Agreement to Vote the Subject Shares . Each Stockholder hereby unconditionally and irrevocably agrees that, during the Voting Period, at any duly called meeting of the stockholders of Parent (or any adjournment or postponement thereof), and in any action by written consent of the stockholders of Parent requested by Parent's board of directors or undertaken as contemplated by the Transactions, such Stockholder shall, if a meeting is held, appear at the meeting, in person or by proxy, or otherwise cause its Subject Shares to be counted as present thereat for purposes of establishing a quorum, and it shall vote or consent (or cause to be voted or consented), in person or

by proxy, all of its Subject Shares (a) in favor of the adoption of the Merger Agreement and approval of the Transactions (and any actions required in furtherance thereof), (b) against any action, proposal, transaction or agreement that would result in a breach in any respect of any representation, warranty, covenant, obligation or agreement of Parent or Merger Sub contained in the Merger Agreement, (c) in favor of the proposals set forth in the proxy statement (including, without limitation, in favor of the election of the Company's designees to the board of directors of Parent set forth on Schedule II), to be filed by Parent with the SEC relating to the Offer and the Transactions (the " Preliminary Proxy "), and (d) except as set forth in the Preliminary Proxy, against the following actions or proposals (other than the Transactions): (i) any Acquisition Transaction or any proposal in opposition to approval of the Merger Agreement or in competition with or materially inconsistent with the Merger Agreement; and (ii) (A) any material change in the present capitalization of Parent or any amendment of the certificate of incorporation or bylaws of Parent; (B) any change in Parent's corporate structure or business; or (C) any other action or proposal involving Parent or any of its subsidiaries that is intended, or would reasonably be expected, to prevent, impede, interfere with, delay, postpone or adversely affect in any material respect the Transactions or would reasonably be expected to result in any of the conditions to Parent's obligations under the Merger Agreement not being fulfilled. Each of the Stockholders agrees not to, and shall cause its Affiliates not to, enter into any agreement, commitment or arrangement with any person the effect of which would be inconsistent with or violative of the provisions and agreements contained in this Article II.

Section 2.2 No Obligation as Director or Officer . Nothing in this Agreement shall be construed to impose any obligation or limitation on votes or actions taken by any director, officer, employee, agent or other representative (collectively, " Representatives ") of any Stockholder or by any Stockholder that is a natural person, in each case, in his or her capacity as a director or officer of Parent.

ARTICLE III
COVENANTS

Section 3.1 Generally .

(a) Each of the Stockholders agrees that during the Voting Period it shall not, and shall cause its Affiliates not to, without the Company's prior written consent (except to a permitted transferee as set forth in Section 7(a)-(c) in that certain letter agreement, dated July 22, 2015, between Parent and such Stockholder (the " Insider Letter ") who agrees in writing to be bound by the terms of this Agreement), (i) offer for sale, sell (including short sales), transfer, tender, pledge, encumber, assign or otherwise dispose of (including by gift) (collectively, a " Transfer "), or enter into any contract, option, derivative, hedging or other agreement or arrangement or understanding (including any profit-sharing arrangement) with respect to, or consent to, a Transfer of, any or all of the Subject Shares; (ii) grant any proxies or powers of attorney with respect to any or all of the Subject Shares; (iii) permit to exist any lien of any nature whatsoever with respect to any or all of the Subject Shares; or (iv) take any action that would have the effect of preventing, impeding, interfering with or adversely affecting Stockholder's ability to perform its obligations under this Agreement.

(b) In the event of a stock dividend or distribution, or any change in the Common Stock or Warrants by reason of any stock dividend or distribution, split-up, recapitalization, combination, conversion, exchange of shares or the like, the term "Subject Shares" shall be deemed to refer to and include the Subject Shares as well as all such stock dividends and distributions and any securities into which or for which any or all of the Subject Shares or Warrants may be changed or exchanged or which are received in such transaction. Each of the Stockholders agrees, while this Agreement is in effect, to notify the Company promptly in writing (including by e-mail) of the number of any additional shares of Common Stock acquired by each Stockholder, if any, after the date hereof.

(c) Each of the Stockholders agrees, while this Agreement is in effect, not to take or agree or commit to take any action that would make any representation and warranty of such Stockholder contained in this Agreement inaccurate in any material respect. Each of the Stockholders further agrees that it shall use its reasonable best efforts to cooperate with the Company to effect the transactions contemplated hereby and the Transactions.

Section 3.2 Standstill Obligations of the Stockholders. Each of the Stockholders covenants and agrees with the Company that, during the Voting Period:

(a) None of the Stockholders shall, nor shall any Stockholder act in concert with any person to make, or in any manner participate in, directly or indirectly, a "solicitation" of "proxies" or consents (as such terms are used in the rules of the SEC) or powers of attorney or similar rights to vote, or seek to advise or influence any person with respect to the voting of, any shares of Common Stock in connection with any vote or other action with respect to a business combination transaction, other than to recommend that stockholders of Parent vote in favor of adoption of the Merger Agreement and in favor of adoption of the proposals set forth in the Preliminary Proxy (including the election of the directors set forth on Schedule II) and any other proposal the approval of which is a condition to the obligations of the Company under Section 8.01 of the Merger Agreement (and any actions required in furtherance thereof and otherwise as expressly provided by Article II of this Agreement).

(b) None of the Stockholders shall, nor shall any Stockholder act in concert with any person to, deposit any of the Subject Shares in a voting trust or subject any of the Subject Shares to any arrangement or agreement with any person with respect to the voting of the Subject Shares, except as provided by Article II of this Agreement.

Section 3.3 Stop Transfers. Each of the Stockholders agrees with, and covenants to, the Company that such Stockholder shall not request that Parent register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Subject Shares during the term of this Agreement without the prior written consent of the Company other than pursuant to a transfer permitted by Section 3.1(a) of this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF STOCKHOLDERS

Each of the Stockholders hereby represents and warrants, severally but not jointly, to the Company as follows:

Section 4.1 Binding Agreement. Such Stockholder (a) if a natural person, is of legal age to execute this Agreement and is legally competent to do so and (b) if not a natural person, (i) is a corporation, limited liability company or partnership duly organized and validly existing under the laws of the jurisdiction of its organization and (ii) has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by such Stockholder has been duly authorized by all necessary corporate, limited liability or partnership action on the part of such Stockholder, as applicable. This Agreement, assuming due authorization, execution and delivery hereof by the Company, constitutes a legal, valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights, and to general equitable principles).

Section 4.2 Ownership of Shares. Schedule I sets forth opposite such Stockholder's name the number of all of the shares of Common Stock and the number of all of the Warrants over which such Stockholder has beneficial ownership as of the date hereof. As of the date hereof, such Stockholder is the lawful owner of the shares of Common Stock and Warrants denoted as being owned by such Stockholder on Schedule I and has the sole power to vote or cause to be voted such shares of Common Stock and, assuming the exercise of the Warrants, the shares of Common Stock underlying such Warrants. Such Stockholder has good and valid title to the Common Stock and Warrants denoted as being owned by such Stockholder on Schedule I, free and clear of any and all pledges, mortgages, encumbrances, charges, proxies, voting agreements, liens, adverse claims, options, security interests and demands of any nature or kind whatsoever, other than those created by this Agreement, those imposed by the Insider Letter and those imposed by applicable law, including federal and state securities laws. There are no claims for finder's fees or brokerage commission or other like payments in connection with this Agreement or the transactions contemplated hereby payable by such Stockholder pursuant to arrangements made by such Stockholder. Except for the shares of Common Stock and Warrants denoted on Schedule I, as of the date of this Agreement, such Stockholder is not a beneficial owner or record holder of any (i) equity securities of Parent, (ii) securities of Parent having the right to vote on any matters on which the holders of equity securities of Parent may vote or which are

convertible into or exchangeable for, at any time, equity securities of Parent, or (iii) options or other rights to acquire from Parent any equity securities or securities convertible into or exchangeable for equity securities of Parent.

Section 4.3 No Conflicts .

(a) No filing with, or notification to, any Governmental Entity, and no consent, approval, authorization or permit of any other person is necessary for the execution of this Agreement by such Stockholder and the consummation by such Stockholder of the transactions contemplated hereby.

(b) None of the execution and delivery of this Agreement by such Stockholder, the consummation by such Stockholder of the transactions contemplated hereby or compliance by such Stockholder with any of the provisions hereof shall (i) conflict with or result in any breach of the organizational documents of such Stockholder, as applicable, (ii) result in, or give rise to, a violation or breach of or a default under any of the terms of any material contract, understanding, agreement or other instrument or obligation to which such Stockholder is a party or by which such Stockholder or any of such Stockholder's Subject Shares or assets may be bound, or (iii) violate any applicable order, writ, injunction, decree, law, statute, rule or regulation of any Governmental Entity, except for any of the foregoing in clauses (i) through (iii) as would not reasonably be expected to impair such Stockholder's ability to perform its obligations under this Agreement in any material respect.

Section 4.4 Reliance by the Company . Such Stockholder understands and acknowledges that the Company is entering into the Merger Agreement in reliance upon the execution and delivery of this Agreement by the Stockholders.

Section 4.5 No Inconsistent Agreements . Such Stockholder hereby covenants and agrees that, except for this Agreement, such Stockholder (a) has not entered into, nor will enter into at any time while this Agreement remains in effect, any voting agreement or voting trust with respect to such Stockholder's Subject Shares inconsistent with such Stockholder's obligations pursuant to this Agreement, (b) has not granted, nor will grant at any time while this Agreement remains in effect, a proxy, a consent or power of attorney with respect to such Stockholder's Subject Shares and (c) has not entered into any agreement or knowingly taken any action (nor will enter into any agreement or knowingly take any action) that would make any representation or warranty of such Stockholder contained herein untrue or incorrect in any material respect or have the effect of preventing such Stockholder from performing any of its material obligations under this Agreement.

Section 4.6. Stockholder Has Adequate Information . Such Stockholder is a sophisticated stockholder and has adequate information concerning the business and financial condition of the Parent and the Company to make an informed decision regarding the transactions contemplated by the Merger Agreement and has independently and without reliance upon the Parent or the Company and based on such information as the Stockholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Stockholder acknowledges that the Company has not made and does not make any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement. The Stockholder acknowledges that the agreements contained herein with respect to the Subject Shares held by such Stockholder are irrevocable.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Stockholders as follows:

Section 5.1 Binding Agreement . The Company is a corporation, duly organized and validly existing under the laws of the State of Delaware. The Company has all necessary corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by the Company have been duly authorized by all necessary corporate actions on the part of the Company. This Agreement, assuming due authorization, execution and delivery hereof by the Stockholders, constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights, and to general equitable principles).

Section 5.2 No Conflicts .

(a) No filing with, or notification to, any Governmental Entity, and no consent, approval, authorization or permit of any other person is necessary for the execution of this Agreement by the Company and the consummation by the Company of the transactions contemplated hereby.

(b) None of the execution and delivery of this Agreement by the Company, the consummation by the Company of the transactions contemplated hereby or compliance by the Company with any of the provisions hereof shall (i) conflict with or result in any breach of the organizational documents of the Company, (ii) result in, or give rise to, a violation or breach of or a default under any of the terms of any material contract, understanding, agreement or other instrument or obligation to which the Company is a party or by which the Company or any of its assets may be bound, or (iii) violate any applicable order, writ, injunction, decree, law, statute, rule or regulation of any Governmental Entity, except for any of the foregoing as would not reasonably be expected to impair the Company's ability to perform its obligations under this Agreement in any material respect.

ARTICLE VI
TERMINATION

Section 6.1 Termination . This Agreement shall automatically terminate, and none of the Company or the Stockholders shall have any rights or obligations hereunder and this Agreement shall become null and void and have no effect upon the earliest to occur of (a) as to each Stockholder, the mutual written consent of the Company and such Stockholder, (b) the Closing Date (following the performance of the obligations of the Parties required to be performed on the Closing Date) and (c) the date of termination of the Merger Agreement in accordance with its terms. The termination of this Agreement shall not prevent any Party hereunder from seeking any remedies (at law or in equity) against another Party hereto or relieve such Party from liability for such Party's breach of any terms of this Agreement. Notwithstanding anything to the contrary herein, the provisions of Article VII shall survive the termination of this Agreement.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Further Assurances . From time to time, at the other Party's request and without further consideration, each Party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 7.2 Fees and Expenses . Each of the Parties shall be responsible for its own fees and expenses (including, without limitation, the fees and expenses of investment bankers, accountants and counsel) in connection with the entering into of this Agreement and the consummation of the transactions contemplated hereby.

Section 7.3 No Ownership Interest . Nothing contained in this Agreement shall be deemed to vest in the Company any direct or indirect ownership or incidence of ownership of or with respect to any Subject Shares.

Section 7.4 Amendments, Waivers, etc . This Agreement may not be amended, changed, supplemented, waived or otherwise modified, except upon the execution and delivery of a written agreement executed by each of the Parties hereto. The failure of any Party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the Parties at variance with the terms hereof shall not constitute a waiver by such Party of its right to exercise any such or other right, power or remedy or to demand such compliance.

Section 7.5 Notices . All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by

facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

(a) If to the Company:

USI Senior Holdings, Inc.
445 Minnesota Street, Suite 2500
St. Paul, MN 55101
Attn: Chief Executive Officer
Facsimile No.: (651) 846-5733

with a copy (which shall not constitute notice) to:
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attn: William H. Gump
Facsimile: (212) 728-8111

(b) If to any of the Stockholders:

c/o Hennessy Capital Partners II LLC
700 Louisiana Street, Suite 900
Houston, Texas 77002
Attention: Daniel J. Hennessy
Email: dhennessy@hennessycapllc.com
with copies (which shall not constitute notice) to:
Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Attention: Jeffrey N. Smith and Dirk W. Andringa
Facsimile: (312) 853-7036
and to:
Ellenoff Grossman & Schole LLP
1345 Avenue of the Americas
New York, New York 10105
Attention: Stuart Neuhauser and Joshua Englard
Fax No.: (212) 370-7889

Section 7.6 Headings . The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 7.7 Severability . If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 7.8 Entire Agreement; Assignment . This Agreement (together with the Merger Agreement, to the extent referred to herein, and the schedules hereto) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof. Except for transfers permitted by Section 3.1, this

Agreement shall not be assigned by operation of law or otherwise without the prior written consent of the other Party.

Section 7.9 Certificates. Promptly following the date of this Agreement, each Stockholder shall advise Parent's transfer agent in writing that such Stockholder's Subject Shares are subject to the restrictions set forth herein and, in connection therewith, provide Parent's transfer agent in writing with such information as is reasonable to ensure compliance with such restrictions.

Section 7.10 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 7.11 Interpretation. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein," "hereby" 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. The word "or" shall not be exclusive. Whenever used in this Agreement, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 7.12 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

Section 7.13 Specific Performance; Jurisdiction. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware (or, if the Court of Chancery of the State of Delaware lacks jurisdiction, then in the applicable Delaware state court) or, if under applicable law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Delaware (or any court in which appeal from such courts may be taken), this being in addition to any other remedy to which such Party is entitled at law or in equity. In addition, each of the Parties hereto (a) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware or any court of the United States located in the State of Delaware (or any court in which appeal from such courts may be taken) in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware or, if under applicable law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Delaware (or any court in which appeal from such courts may be taken) and (d) consents to service being made through the notice procedures set forth in Section 7.5. Each of the Stockholders and the Company hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 7.5 shall be effective service of process for any proceeding in connection with this Agreement or the transactions contemplated hereby.

Section 7.14 Counterparts. This Agreement may be executed in counterparts (including by facsimile or pdf or other electronic document transmission), each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 7.15 No Partnership, Agency or Joint Venture. This Agreement is intended to create a contractual relationship between the Stockholders, on the one hand, and the Company, on the other hand, and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between or among the parties hereto. Without limiting the generality of the foregoing sentence, each of the Stockholders (a) is entering into this Agreement solely on its own behalf and shall not have any obligation to perform on behalf of any other holder of Common Stock or any liability (regardless of the legal theory advanced) for any breach of this Agreement by any other holder of Common Stock and (b) by entering into this Agreement does not intend to form a "group" for

purposes of Rule 13d-5(b)(1) of the Exchange Act or any other similar provision of applicable law. Each of the Stockholders has acted independently regarding its decision to enter into this Agreement and regarding its investment in Parent.

IN WITNESS WHEREOF, the Company and the Stockholders have caused this Agreement to be duly executed as of the day and year first above written.

USI SENIOR HOLDINGS, INC.

By: /s/ Leo William Varner, Jr.
Name: Leo William Varner, Jr.
Title: Chief Executive Officer

IN WITNESS WHEREOF, the Company and the Stockholders have caused this Agreement to be duly executed as of the day and year first above written.

HENNESSY CAPITAL PARTNERS II LLC

By: Hennessy Capital LLC, its managing member

By: /s/ Daniel J. Hennessy
Name: Daniel J. Hennessy
Title: Managing Member

/s/ Kevin Charlton
KEVIN CHARLTON

/s/ Nicholas A. Petruska
NICHOLAS PETRUSKA

THE BRADLEY J. BELL REVOCABLE TRUST

By: /s/ Bradley J. Bell
Name: Bradley J. Bell
Title: Trustee

/s/ Richard Burns
RICHARD BURNS

BALLYBUNION, LLC

By: /s/ Peter Shea
Name: Peter Shea
Title: Manager

/s/ Thomas J. Sullivan
THOMAS J. SULLIVAN

/s/ Charles B. Lowery II
CHARLES B. LOWERY II

SCHEDULE I

Beneficial Ownership of Securities

Stockholder	Number of Shares	Number of Warrants
Hennessy Capital Partners II LLC	4,549,977	15,080,756
Kevin Charlton	200,000	—
Nicholas Petruska	35,000	—
The Bradley J. Bell Revocable Trust	50,000	—
Richard Burns	50,000	—
Thomas J. Sullivan	50,000	—
Ballybunion, LLC	50,000	—
Charles B. Lowrey	5,000	—
Total	**4,989,977**	**15,080,756**

SCHEDULE II

Directors

L.W. Varner, Jr.

An additional designee selected by the Company, subject to Parent's approval (not to be unreasonably withheld), and notified by the Company to Parent within thirty (30) days of the date hereof.

Exhibit 10.2

April 7, 2016

HCAC II, Inc.
c/o Hennessy Capital Partners II LLC
700 Louisiana Street, Suite 900
Houston, TX 77002
Attention: Kevin M. Charlton

AMENDED AND RESTATED COMMITMENT LETTER
$25 MILLION SENIOR SECURED CREDIT FACILITY

Ladies and Gentlemen:

As we, Wells Fargo Bank, N.A. (" ***Wells Fargo*** " or " ***we*** " or " ***us*** "), understand, Hennessy Capital Partners II LLC and/or its controlled investment affiliates (collectively, the " ***Sponsor*** ") has formed an acquisition entity, HCAC II, Inc., a Delaware corporation (" ***Newco*** " or " ***you*** "), and a wholly owned subsidiary of Hennessy Capital Acquisition Corp. II, a Delaware corporation (" ***Parent*** "), in order to acquire (the " ***Acquisition*** ") USI Senior Holdings, Inc. (the " ***Company*** " or the " ***Acquired Business*** ") and certain of its subsidiaries pursuant to an agreement and plan of merger whereby Newco will merge with and into the Company. Wells Fargo understands that you would like to obtain financing for the Borrowers (as defined in the Term Sheet) in order to (a) refinance certain of the Borrowers' (as defined in the Term Sheet) existing indebtedness, (b) finance general corporate purposes of the Borrowers (as defined in the Term Sheet), and (c) pay fees and expenses associated with the Acquisition and related transactions. The Acquisition, the entering into and funding of the Facility (as defined below), the Refinancing (as defined below), and the Term Loan Facility (as defined below) and the payment of related fees and expenses are referred to herein collectively as the " ***Transactions*** ", and the date of the effectiveness of the Facility (as defined below) and the consummation of the Acquisition is referred to herein as the " ***Closing Date*** ".

You have also advised Wells Fargo that you intend that:

(a) the Sponsor and other investors (collectively with the Sponsor, the " ***Investors*** ") will directly or indirectly contribute to Parent, for further contribution directly or indirectly to Newco, an aggregate amount of cash equity (which, in respect of any equity of Parent other than common stock or "qualified preferred", shall be on terms reasonably acceptable to Wells Fargo) (collectively, the " ***Equity Contribution*** ") that represents, together with rollover equity (which may be cash or non-cash) of (i) the Company held by management and current investors in the Company or (ii) of the Parent held by current investors in the Parent, not less than $199,500,000;

(b) the Borrowers (as defined in the Term Sheet) will obtain the Facility (as defined below) on the terms described herein;

(c) the Borrower will enter into a senior secured term loan facility from a term lender selected by the Borrowers and reasonably acceptable to Wells Fargo (provided, GSO Capital Partners, is

reasonably acceptable to Wells Fargo) in an amount up to $100,000,000 and on terms and pursuant to agreements reasonably acceptable to Wells Fargo (the " ***Term Loan Facility*** "); and

(d) all indebtedness of the USI and its subsidiaries under that certain Revolving Credit and Term Loan Agreement, dated as of May 1, 2015, by and among SunTrust Bank, USI, USI Intermediate Holdings, Inc. and USI Senior Holdings, Inc. and the other lenders from time to time party thereto, shall have been paid in full, and all commitments, security interests and guaranties in connection therewith shall have been terminated and released (or arrangements therefor reasonably satisfactory to Wells Fargo shall have been made) (the transactions described in this clause (d) are collectively referred to herein as the " ***Refinancing*** ").

Immediately after consummating the Transactions, the Borrowers and their subsidiaries will have no outstanding indebtedness except as described above and except for (i) indebtedness permitted to remain outstanding under the Merger Agreement (as defined below), (ii) indebtedness permitted to be incurred under the Merger Agreement (as defined below) prior to the Closing Date, and (iii) trade payables, capital leases and equipment financings that the Borrowers and Wells Fargo reasonably agree may remain outstanding after the Closing Date (the indebtedness described in clauses (i) through (iii) above, collectively, the " ***Permitted Surviving Debt*** ").

Based upon information known to us today concerning the Transactions, we are pleased to provide you with this amended and restated commitment letter and the annexes attached hereto (the " ***Commitment Letter*** ") and the term sheet and the annexes attached thereto (the " ***Term Sheet*** ") which establish the terms and conditions under which Wells Fargo commits to provide to the Borrowers (as defined in the Term Sheet) a $25,000,000 senior secured credit facility (the " ***Facility*** "). This Commitment Letter amends and restates that certain commitment letter dated April 1, 2016 between Wells Fargo and you.

Confidentiality

(a) You agree that this Commitment Letter (including the Term Sheet) is for your confidential use only and that neither its existence, nor the terms hereof or thereof, will be disclosed by you to any person other than (i) your officers, directors, employees, accountants, attorneys, and other advisors, and then only on a confidential and "need-to-know" basis in connection with the Transactions contemplated hereby, (ii) pursuant to the order of any court or administrative agency or otherwise as required by applicable law, regulation, compulsory legal process or as requested by a governmental authority (in which case you agree to inform Wells Fargo promptly thereof) and (iii) in connection with the exercise of any remedy or enforcement of any right under this Commitment Letter. The foregoing notwithstanding, following your acceptance of this Commitment Letter in accordance herewith, you may (i) provide a copy hereof (including the Term Sheet, but not including the fee letter dated the date hereof (the " ***Fee Letter*** ") (unless Wells Fargo shall otherwise consent in writing) and (unless Wells Fargo shall otherwise consent) Annex A-I shall be redacted (in form and substance satisfactory to Wells Fargo) in respect of amounts, percentages and basis points of fee based compensation set forth therein) to the Company (so long as it agrees not to disclose this Commitment Letter (including the Term Sheet) other than to its officers, directors, employees, accountants, attorneys, and other advisors, and then only on a confidential and "need-to-know" basis in connection with the Transactions contemplated hereby), and (ii) file or make such other public disclosures of the terms and conditions hereof (including the Term Sheet, but not including the Fee Letter) as you are required by law to make; provided, that the existence and contents thereof may be disclosed as part of projections, pro forma information and a generic disclosure of

aggregate sources and uses in any proxy statement or similar public filing related to the Acquisition or in connection with any public filing requirement.

(b) Wells Fargo agrees that all non-public information received by them from the Sponsor or the Acquired Business in connection with the Acquisition and the Transactions, including, without limitation, any information regarding the Company and its subsidiaries, their operations, assets, and existing and contemplated business plans shall be treated by Wells Fargo in a confidential manner, and shall not be disclosed by Wells Fargo to persons who are not parties to this Commitment Letter, except: (i) to your officers, directors, employees, attorneys advisors, accountants, auditors, and consultants to Wells Fargo on a confidential and "need to know" basis in connection with the Transactions contemplated hereby, (ii) to subsidiaries and affiliates of Wells Fargo, provided that any such subsidiary or affiliate shall have agreed to receive such information hereunder subject to the terms of this clause (b), (iii) as may be required by regulatory authorities so long as such authorities are informed of the confidential nature of such information, provided that prior to any disclosure under this clause (iii), the disclosing party agrees (except with respect to any audit or examination conducted by bank accountants or any governmental bank authority exercising examination or regulatory authority (including any self-regulatory authority)) to promptly provide Sponsor with prior notice thereof, to the extent that it is practicable to do so and to the extent the disclosing party is permitted to do so pursuant to the terms of the applicable regulation, (iv) as may be required by statute, decision, or judicial or administrative order, rule, or regulation, provided that prior to any disclosure under this clause (iv), the disclosing party agrees to promptly provide Sponsor with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice to Sponsor pursuant to the terms of the applicable statute, decision, or judicial or administrative order, rule, or regulation, (v) as may be agreed to in advance by Sponsor, (vi) as requested or required by any governmental authority pursuant to any subpoena or other legal process, provided that prior to any disclosure under this clause (vi) the disclosing party agrees to promptly provide Sponsor with prior notice thereof, to the extent that it is practicable to do so and to the extent that the disclosing party is permitted to provide such prior notice to Sponsor pursuant to the terms of the subpoena or other legal process, (vii) as to any such information that is or becomes generally available to the public (other than as a result of prohibited disclosure by Wells Fargo), (viii) in connection with any proposed assignment or participation of Wells Fargo's interest in the Facility, provided that any such proposed assignee or participant shall have agreed to receive such information subject to the terms of this clause (b), and (ix) in connection with any litigation or other adverse proceeding involving parties to this Commitment Letter; provided that prior to any disclosure to a party other than Sponsor, Newco, Company, the Lenders (as defined in the Term Sheet), their respective affiliates and their respective counsel under this clause (ix) with respect to litigation involving a party other than Sponsor, Newco, Company, the Lenders (as defined in the Term Sheet), and their respective affiliates, the disclosing party agrees to promptly provide Sponsor with prior notice thereof. Notwithstanding the foregoing, you and the Sponsor acknowledge that confidential information under this clause (b) shall not include any information received by Wells Fargo from one or more companies affiliated with the Acquired Business in connection with existing credit relationships that Wells Fargo or its affiliates have entered into with the Loan Parties (as defined in the Term Sheet) prior to the date hereof.

(c) Anything to the contrary in this Commitment Letter notwithstanding, Sponsor agrees that Wells Fargo shall have the right to provide information concerning the Facility to loan syndication and reporting services.

Costs and Expenses

As consideration for the commitments and agreements of Wells Fargo under this Commitment Letter with respect to the Facility, if the Closing Date occurs you agree to pay or reimburse (or cause payment or reimbursement with respect to) Wells Fargo, promptly upon demand therefor (and in any event within ten (10) days) following receipt of the relevant invoice (including customary backup documentation in reasonable detail supporting such invoice) (provided nothing herein shall require the furnishing of or access to any information, materials or documents subject to attorney-client privilege), for (a) all reasonable and documented costs and expenses (including, without limitation, all reasonable and documented costs and expenses arising in connection with the syndication of the Facility and any due diligence investigation performed by Wells Fargo or its advisors, and the reasonable and documented out-of-pocket fees and expenses of special counsel to Wells Fargo and also of, without limitation, any local legal counsel as shall be reasonably necessary following consultation with you in connection with the transactions contemplated hereby) arising in connection with the negotiation, preparation, execution and delivery of the Commitment Letter and Loan Documents and any amendment or waiver with respect thereto and (b) all reasonable and documented legal or other expenses in connection with the enforcement of the Loan Documents and any of Wells Fargo's rights and remedies hereunder.

Indemnification

Sponsor agrees to indemnify, defend, and hold harmless Wells Fargo, each of its affiliates, and each of their respective officers, directors, employees, agents, advisors, attorneys, and representatives (each, an " ***Indemnified Person*** ") as set forth on Annex A hereto. The parties agree that the indemnification (and other) provisions shall be as set forth on Annex A and those provisions are incorporated herein by this reference.

Conditions

There are no other conditions (implied or otherwise) to the commitment of Wells Fargo to provide the Facility other than those conditions set forth on Annex B-I to the Term Sheet (the " ***Funding Conditions*** ").

Notwithstanding anything in this Commitment Letter, the Term Sheet, the definitive documentation for the Facility (the " ***Loan Documents*** ") or any other letter agreement or other undertaking concerning the Facility to the contrary but subject to the Funding Conditions, (i) the only representations and warranties relating to the Company and its subsidiaries and their businesses, the making and accuracy of which shall be a condition to the availability of the Facility on the Closing Date shall be (A) such of the representations and warranties made by or on behalf of the Company and its subsidiaries in the Agreement and Plan of Merger dated as of April 1, 2016 by and among Newco, the Company, and Hennessy Capital Acquisition Corp. II (the " ***Merger Agreement*** "), but only to the extent that you (or your applicable affiliate) or Newco have a right not to consummate the transactions contemplated by the Merger Agreement or to terminate your or its obligations under the Merger Agreement as a result of a breach of such representations and warranties (the " ***Specified Merger Agreement Representations*** "), and (B) the Specified Representations (as defined below), and (ii) the terms of the Facility shall contain no condition precedent to the funding of the Facility on the Closing Date other than those set forth in Annex B-I to the Term Sheet, the satisfaction of which shall obligate the Lenders (as defined in the Term Sheet) to provide the Facility on the terms set forth in this Commitment Letter and the Term Sheet (it being

understood that, to the extent any collateral is not provided on the Closing Date after use of commercially reasonable efforts to do so (other than (x) the filing of Uniform Commercial Code financing statements, (y) a security interest that can be created by the execution and delivery of a security agreement and (z) the delivery of stock certificates, if any, in respect of the equity interests of the Borrowers and their material wholly-owned U.S. subsidiaries (solely to the extent required in the Term Sheet)), the providing of such collateral shall not constitute a condition precedent to the availability of the Facility on the Closing Date but shall be required to be provided and/or perfected within 90 days (or such longer period as the Agent (as defined in the Term Sheet) agrees to) after the Closing Date pursuant to arrangements to be mutually agreed upon by the parties hereto acting reasonably). For purposes hereof, " ***Specified Representations*** " means the representations and warranties set forth in the Loan Documents relating to organization, existence, power and authority (as to execution, delivery and performance of the Loan Documents), due authorization, execution, delivery, enforceability and non-contravention of the Loan Documents with the Loan Parties' (as defined in the Term Sheet) governing documents, solvency as of the Closing Date (after giving effect to the Transactions) of the Parent and its subsidiaries on a consolidated basis (such representation and warranty to be consistent with the solvency certificate in the form set forth in Annex B-II), Federal Reserve Bank margin regulations, the Investment Company Act, OFAC, Patriot Act, Foreign Corrupt Practices Act and other anti-terrorism laws (including the use of proceeds of the Facility not violating such laws), and, subject to the parenthetical in clause (ii) above and the permitted liens set forth in the Loan Documents, the creation, validity, perfection and priority of the security interests granted in the collateral as of the Closing Date. This paragraph, and the provisions herein, shall be referred to as the " ***Certain Funds Provision*** ".

Exclusivity

On or prior to the earlier of (a) the mutual agreement of the parties hereto not to pursue the execution of the Loan Documents; (b) the Closing Date; and (c) the Expiration Date (as defined below) (or such later date as you and Wells Fargo shall have mutually agreed to extend Wells Fargo's Commitment hereunder), you or the Sponsor, unless you first obtain our approval:

(i) shall not, and shall cause your affiliates, agents, representatives, counsel, consultants and advisors and any other person acting on your or their behalf not to, directly or indirectly solicit, participate in any negotiations or discussions with or provide or afford access to information to any third party with respect to, or otherwise effect, facilitate, encourage or accept any offers for the funding of the Facility or any alternative equity or debt financing arrangements in connection with the Transactions (other than the Equity Contribution, on terms and in the amount reasonably agreed by Wells Fargo, and the Term Loan Facility); and

(ii) shall terminate or have terminated prior to the date hereof any written agreement or arrangement related to the foregoing to which you or your affiliates are parties, as well as any activities and discussions related to the foregoing as may be continuing on the date hereof with any party other than Wells Fargo and its representatives.

Notwithstanding any term or provision hereof to the contrary, all of the rights of Wells Fargo under this paragraph shall remain in full force and effect notwithstanding the termination of this Commitment Letter or Wells Fargo's commitments and agreements hereunder.

Information

In issuing this Commitment Letter, Wells Fargo is relying on the accuracy of the information furnished to it by or on behalf of Sponsor, Newco and/or Company and their affiliates, without independent verification thereof. Sponsor hereby represents that to its knowledge (a) all written factual information (other than forward looking information, projections of future financial performance and information of a general economic or industry specific nature) concerning Newco, Company and its subsidiaries (the " ***Information*** ") that has been, or is hereafter, made available by or on behalf of Sponsor, Newco or Company or their affiliates, when considered as a whole, does not, or shall not when delivered, contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in any material respect in light of the circumstances under which such statements have been made (after giving effect to all supplements and updates thereto), and (b) all projections, when taken as a whole, that have been or are hereafter made available by or on behalf of Sponsor, Newco and/or Company or their affiliates (" ***Projections*** ") are, or when delivered shall be, prepared in good faith on the basis of information and assumptions that are believed by Sponsor to be reasonable at the time such projections were furnished; it being recognized by Wells Fargo that projections of future events are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond your control, that no assurance can be given that any particular financial projections will be realized and actual results may vary significantly from projected results. You agree that if at any time prior to the closing of the Transactions any of the representations in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will use commercially reasonable efforts to promptly supplement the Information and the Projections so that such representations will be correct in all material respects under those circumstances, provided, that any such supplementation shall cure any breach of such representations.

Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities

You acknowledge that Wells Fargo or one or more of its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transactions described herein or otherwise. You also acknowledge that we do not have any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by us from other companies.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you, on the one hand, and Wells Fargo, on the other hand, is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether Wells Fargo or one or more of its affiliates has advised or is advising you on other matters, (b) Wells Fargo, on the one hand, and you, on the other hand, have an arms-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of Wells Fargo, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, (d) you have been advised that Wells Fargo or one or more of its affiliates is engaged in a broad range of transactions that may involve interests that differ from your interests and that Wells Fargo does not have any obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship, and (e) you waive, to the fullest extent permitted by law, any claims you may have against Wells Fargo for breach of fiduciary duty or alleged breach of fiduciary duty and agree that Wells Fargo shall not have any liability (whether direct or indirect) to you in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty

claim on behalf of or in right of you, including your stockholders, employees or creditors. For the avoidance of doubt, the provisions of this paragraph apply only to the transactions contemplated by this Commitment Letter and the relationships and duties created in connection with the transactions contemplated by this Commitment Letter.

You further acknowledge that Wells Fargo or one or more of Wells Fargo's affiliates are full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, Wells Fargo or one or more of Wells Fargo's affiliates may provide investment banking and other financial services to, and/or acquire, hold or sell, for their respective own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, you, and Company and other companies with which you or Company may have commercial or other relationships. With respect to any debt or other securities and/or financial instruments so held by Wells Fargo or one or more of its affiliates or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

Governing Law, Etc.

This Commitment Letter, and the Term Sheet, and the Fee Letter, the rights of the parties hereto or thereto with respect to all matters arising hereunder or related hereto, and any and all claims, controversies or disputes arising hereunder or related hereto shall be governed by, and construed in accordance with, the law of the State of New York. Each of the parties hereto (a) agrees that all claims, controversies, or disputes arising hereunder or hereto shall be tried and litigated only in the state courts, and to the extent permitted by applicable law, federal courts located in New York, New York and each of the parties hereto submits to the exclusive jurisdiction and venue of such courts relative to any such claim, controversy or dispute, or any appellate court from any thereof and (b) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court; provided , that, notwithstanding the preceding sentence and the governing law provisions of this Commitment Letter, it is understood and agreed that (x) the interpretation of the definition of "Material Adverse Effect" set forth in the Merger Agreement (and whether or not a Material Adverse Effect has occurred), (y) the determination of the accuracy of any Specified Merger Agreement Representation and whether as a result of any inaccuracy thereof you or your applicable affiliate has the right to terminate your or their obligations under the Merger Agreement or to decline to consummate the Acquisition and (z) the determination of whether the Acquisition has been consummated in accordance with the terms of the Merger Agreement and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof, in each case, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Waiver of Jury Trial

To the maximum extent permitted by applicable law, each party hereto irrevocably waives any and all rights to a trial by jury in respect of to any claim, counterclaim, controversy, or dispute (whether based in contract, tort, or otherwise) arising out of or relating to this Commitment Letter, the Acquisition or the Transactions or the actions of Wells Fargo or any of its affiliates in the negotiation, performance, or enforcement of this Commitment Letter or the Transactions or the actions of Wells Fargo or any of its affiliates in the negotiation, performance, or enforcement of this Commitment Letter.

Patriot Act

Wells Fargo hereby notifies you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act"), Wells Fargo may be required to obtain, verify and record information that identifies the Loan Parties (as defined in the Term Sheet), which information includes the name, address, tax identification number and other information regarding the Loan Parties that will allow Wells Fargo to identify the Loan Parties in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act. You agree to cause Company to provide Wells Fargo, prior to the Closing Date, with all documentation and other information required by bank regulatory authorities under "know your customer" and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act.

Counterparts; Electronic Execution

This Commitment Letter (together with the Term Sheet and the Fee Letter) sets forth the entire agreement between the parties with respect to the matters addressed herein, supersedes all prior communications, written or oral, with respect to the subject matter hereof, and may not be amended or modified except in writing signed by the parties hereto. Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein (including an obligation to negotiate in good faith); it being acknowledged and agreed that the commitments of Wells Fargo hereunder to fund the Facility on the Closing Date are subject only to the Funding Conditions, and upon satisfaction (or waiver by Wells Fargo) of the Funding Conditions, the funding of the Facility shall occur. This Commitment Letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original and all of which, taken together, shall constitute one and the same letter. Delivery of an executed counterpart of a signature page to this letter by telefacsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this letter. This Commitment Letter shall not be assignable by you (except by you (and with prior written notice to Wells Fargo) to one or more of your affiliates that is a domestic "shell" company controlled, directly or indirectly, by the Sponsor to effect the consummation of the Acquisition prior to or substantially concurrently with (and to the Company substantially concurrently with) the consummation of the closing of the Acquisition) without the prior written consent of Wells Fargo (any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto, and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Indemnified Persons. In the event that this Commitment Letter is terminated or expires, the Indemnification, Confidentiality, Exclusivity, Sharing Information; Absence of Fiduciary Relationship; Affiliate Activities, Governing Law, Etc., and the Waiver of Jury Trial provisions hereof shall survive such termination or expiration. Anything contained herein to the contrary notwithstanding, the obligations of Sponsor under this Commitment Letter shall terminate at the time of the initial funding of the Facility.

Nothing contained herein shall limit or preclude Wells Fargo or any of its affiliates from carrying on any business with, providing banking or other financial services to, or from participating in any capacity, including as an equity investor, in any entity or person whatsoever, including, without limitation, any competitor, supplier or customer of you, the seller(s) of the stock of the Company, or the Company, or any of your or their respective affiliates, or any other entity or person that may have interests different than or adverse to such entities or persons. Neither Wells Fargo nor any of its affiliates has assumed or will assume an advisory, agency, or fiduciary responsibility in your or your affiliates' favor with respect to any of the Transactions or the process leading thereto (irrespective of whether Wells Fargo or any of its affiliates has advised or is currently advising you or your affiliates on other matters).

[remainder of page intentionally left blank]

This Commitment Letter shall expire at 5 p.m. (New York time) on April 8, 2016, unless prior thereto Wells Fargo has received a copy of this Commitment Letter and the Fee Letter signed by you. In the event (i) the initial funding under the Facility does not occur on or prior to August 19, 2016, (ii) after the execution of the Merger Agreement and prior to the consummation of the Transactions, the Merger Agreement terminates in accordance with its terms, or (iii) the consummation of the Acquisition occurs with or without the funding of the Facility (such earliest time, the " ***Expiration Date*** "), then Wells Fargo's commitment to provide the Facility shall automatically expire on such date unless Wells Fargo agrees in its sole discretion to an extension, provided , that any rights of Wells Fargo that survive termination shall continue in full force and effect for purposes of clarity. If you elect to deliver your signed counterpart of this Commitment Letter by telecopier or other electronic transmission, please arrange for the executed original to follow by next-day courier.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: /s/ Vivek Tayal
Name: Vivek Tayal
Title: Director

ACCEPTED AND AGREED TO
this 7 th day of April, 2016

HCAC II, INC.

By: /s/ Daniel J. Hennessy
Name: Daniel J. Hennessy
Title: Chairman and Chief Executive Officer

ANNEX A

Indemnification Provisions

Capitalized terms used herein shall have the meanings ascribed to them in the amended and restated commitment letter, dated April 7, 2016 (the " ***Commitment Letter*** ") addressed to HCAC II, Inc. (the " ***Indemnifying Party*** ") from Wells Fargo Bank, N.A. (" ***Wells Fargo*** ").

To the fullest extent permitted by applicable law, the Indemnifying Party agrees that it will indemnify, defend, and hold harmless each of the Indemnified Persons from and against (i) any and all losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses and disbursements, (ii) any and all actions, suits, proceedings and investigations in respect thereof, and (iii) any and all reasonable and documented legal or other costs, expenses or disbursements (supported by customary backup documentation in reasonable detail; provided nothing herein shall require the furnishing of or access to any information, materials or documents subject to attorney-client privilege) in giving testimony or furnishing documents in response to a subpoena or otherwise (including, without limitation, the costs, expenses and disbursements, as and when incurred, of investigating, preparing or defending any such action, proceeding or investigation (whether or not in connection with litigation in which any of the Indemnified Persons is a party) and including, without limitation, any and all losses, claims, damages, obligations, penalties, judgments, awards, liabilities, costs, expenses and disbursements, resulting from any act or omission of any of the Indemnified Persons), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with (a) the Transactions, (b) the Commitment Letter or the Facility, or (c) any untrue statement of a material fact contained in, or omissions in, Information furnished by Indemnifying Party or Company, or any of their subsidiaries or affiliates in connection with the Transactions or the Commitment Letter; provided , however , such indemnity agreement shall not apply to any portion of any such loss, claim, damage, obligation, penalty, judgment, award, liability, cost, expense or disbursement of an Indemnified Person to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from (x) the gross negligence, bad faith or willful misconduct of such Indemnified Person or which result from a claim brought as a result of the breach by such Indemnified Person of its obligations under any documents executed in connection with the Facility or (y) any dispute solely among the Indemnified Persons and/or their related parties and not arising out of any act or omission of you, any of your or its subsidiaries or the Sponsor (other than any proceeding against Wells Fargo solely in its capacity or in fulfilling its role as an Agent or similar role under the Facility).

These Indemnification Provisions shall be in addition to any liability which the Indemnifying Party may have to the Indemnified Persons.

If any action, suit, proceeding or investigation is commenced, as to which any of the Indemnified Persons proposes to demand indemnification, it shall notify the Indemnifying Party with reasonable promptness; provided , however , that any failure by any of the Indemnified Persons to so notify the Indemnifying Party shall not relieve the Indemnifying Party from its obligations hereunder. Wells Fargo, on behalf of the Indemnified Persons, shall have the right to retain counsel of its choice to represent the Indemnified Persons, and the Indemnifying Party shall pay the reasonable and documented fees, expenses, and disbursement of such counsel (supported by customary backup documentation in reasonable detail; provided nothing herein shall require the furnishing of or access to any information, materials or documents subject to attorney-client privilege), and such counsel shall, to the extent consistent with its professional responsibilities, cooperate with the Indemnifying Party and any counsel designated by the

Indemnifying Party. The Indemnifying Party shall be liable for any settlement of any claim against any of the Indemnified Persons made with its written consent, which consent shall not be unreasonably withheld. Without the prior written consent of Wells Fargo, the Indemnifying Party shall not settle or compromise any claim, permit a default or consent to the entry of any judgment in respect thereof unless any such settlement or compromise exclusively requires payment of money by you.

Neither expiration nor termination of Wells Fargo's commitments under the Commitment Letter or funding or repayment of the loans under the Facility shall affect these Indemnification Provisions which shall remain operative and continue in full force and effect.

The following shall hereinafter be referred to as the " ***SPAC Provision*** ". Reference is made to the final prospectus of Hennessy Capital Acquisition Corp. II (the " ***SPAC*** "), filed with the Securities and Exchange Commission and dated July 22, 2015 (File No. 333-205152) (the " ***Prospectus*** "). Wells Fargo warrants and represents that it has read the Prospectus and understands that the SPAC has established a trust account containing the proceeds of its initial public offering (the " ***IPO*** ") and from certain private placements occurring simultaneously with the IPO (collectively, with interest accrued from time to time thereon, the " ***Trust Fund*** ") initially in an amount of $199,599,000 for the benefit of the SPAC's public stockholders (" ***Public Stockholders*** ") and certain parties (including the underwriters of the IPO) and that, except for a portion of the interest earned on the amounts held in the Trust Fund, the SPAC may disburse monies from the Trust Fund only: (i) to the Public Stockholders in the event they elect to redeem the shares of common stock of the SPAC in connection with the consummation of the SPAC's initial business combination (as such term is used in the Prospectus) (" ***Business Combination*** "), (ii) to the Public Stockholders if the SPAC fails to consummate a Business Combination within 24 months from the closing of the IPO, (iii) any amounts necessary to pay any taxes and for working capital purposes or (iv) to the SPAC after or concurrently with the consummation of a Business Combination. For and in consideration of the SPAC entering into discussions with Wells Fargo regarding a potential business relationship (which may include a Business Combination), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Wells Fargo hereby agrees it does not now and shall not at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Fund or distributions therefrom, or make any claim against, the Trust Fund, regardless of whether such claim arises as a result of, in connection with or relating in any way to, any proposed or actual business relationship between the SPAC and Wells Fargo, this Commitment Letter or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the " ***Claims*** "). Wells Fargo hereby irrevocably waives any Claims it may have against the Trust Fund (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations, contracts or agreements with the SPAC and will not seek recourse against the Trust Fund (including any distributions therefrom) for any reason whatsoever (including, without limitation, for an alleged breach of this Commitment Letter). Wells Fargo agrees and acknowledges that such irrevocable waiver is material to this Commitment Letter and the Transactions described herein and specifically relied upon by the SPAC to induce it to enter into the Transactions or other matters described or referred to in this Commitment Letter, and Wells Fargo further intends and understands such waiver to be valid, binding and enforceable under applicable law. To the extent Wells Fargo commences any action or proceeding based upon, in connection with, relating to or

arising out of any matter relating to the SPAC, which proceeding seeks, in whole or in part, monetary relief against the SPAC, Wells Fargo hereby acknowledges and agrees that its sole remedy shall be against funds held outside of the Trust Fund and that such claim shall not permit Wells Fargo (or any party claiming on Wells Fargo's behalf or in lieu of Wells Fargo) to have any claim against the Trust Fund (including any distributions therefrom) or any amounts contained therein. In the event Wells Fargo commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to the SPAC, which proceeding seeks, in whole or in part, relief against the Trust Fund (including any distributions therefrom) or the Public Stockholders, whether in the form of money damages or injunctive relief, the SPAC shall be entitled to recover from Wells Fargo the associated reasonable and documented legal fees and costs in connection with any such action, in the event the SPAC prevails in such action or proceeding.

TERM SHEET

This Term Sheet is part of the amended and restated commitment letter, dated April 7, 2016 (the " ***Commitment Letter*** "), addressed to HCAC II, Inc. by Wells Fargo Bank, N.A. (" ***Wells Fargo*** ") and is subject to the terms and conditions of the Commitment Letter. Capitalized terms used herein and the accompanying Annexes shall have the meanings set forth in the Commitment Letter unless otherwise defined herein.

Borrowers:	Initially, Company (as successor by merger to Newco), and immediately following the Closing Date, United Subcontractors, Inc. (" ***USI*** ") and its domestic subsidiaries reasonably acceptable to Agent with assets to be included in the Borrowing Base (individually, a " ***Borrower*** " and collectively, the " ***Borrowers*** ").
Guarantors:	Parent, all of USI's wholly owned domestic subsidiaries (other than the Borrowers) and any parent holding companies of the Borrowers. Such Guarantors, together with Borrowers, each a " ***Loan Party*** " and collectively, the " ***Loan Parties*** ").
Lenders and Agent:	Wells Fargo and such other reasonably acceptable lenders (the " ***Lenders*** ") as Agent elects to include within the syndicate in consultation with USI following the Closing Date. Wells Fargo shall be the sole agent for the Lenders (in such capacity, the " ***Agent*** ").
Facility:	A senior secured facility (the " ***Facility*** ") in a maximum credit amount (" ***Maximum Credit Amount*** ") of $25,000,000. Under the Facility, Lenders will provide Borrowers with a revolving credit facility (the " ***Revolver*** ").
Sole Lead Arranger and Sole Bookrunner:	Wells Fargo
Revolver:	Advances under the Revolver (" ***Advances*** " or " ***Revolving Loans*** ") will be available starting on the Closing Date (subject to the Closing Borrowing Base) and thereafter up to a maximum amount outstanding at any one time of $25,000,000 (the " ***Maximum Revolver Amount*** "). In addition, the amount of Advances plus Letters of Credit shall not, at any time, exceed the Borrowing Base (as hereinafter defined).
Closing Borrowing Base:	In the event that as of the Closing Date, the Agent has not received a final report from the field examinations of the business and collateral of Borrowers in each case as provided below, the Borrowing Base for purposes of the initial

Revolving Loans and Letters of Credit on the Closing Date (the " ***Closing Borrowing Base*** ") shall be equal to the sum of (i) 40% multiplied by the book value of the accounts receivable of Borrowers (exclusive of retainage and unbilled accounts receivable); plus (ii) the amount equal to the lesser of (A) 25% of the net book value of the inventory of Borrowers and (B) $5,000,000; minus (iii) applicable reserves established by Agent.

The Closing Borrowing Base shall only be in effect until the earlier of 60 days after the Closing Date or the date Agent has received the final report from a current field examination, provided, that, Agent may adjust the Closing Borrowing Base as to the eligible accounts and eligible inventory based on any field examination results at the time that it receives such results and otherwise at any time prior to the receipt of such field examination based on information that would give rise to the rights of the Agent under the Loan Documents to make adjustments to the Borrowing Base.

Subject to the Certain Funds Provisions, on and after the receipt by Agent of the field examination results as provided below, Revolving Loans and Letters of Credit shall be provided to Borrowers subject to the terms and conditions of the Loan Documents and availability under the Borrowing Base, which will be calculated as set forth below.

In the event that the Agent has not received a final report from the field examinations of the business and collateral of Borrowers prior to the Closing Date, Borrowers shall use commercially reasonable efforts to provide Agent and the field examiners sufficient access and information to complete such field examinations (it being understood that the completion of such examinations shall not be a condition precedent, but if not delivered prior to the Closing Date will be required on or prior to the 60th day following the Closing Date) and Parent, Sponsor and their affiliates agree to use commercially reasonable efforts and to cooperate in good faith to cause such field examinations to be commenced as soon as practicable following the date of the Commitment Letter. If the Agent has not received such final report from the field examinations on or prior to the 60th day after the Closing Date (or such later date as is agreed to by Agent in its sole discretion), availability shall be zero on and after such 60th day (or such other date as is agreed to by Agent in its sole discretion) until Agent's receipt and reasonable opportunity to review the results of such final report from the field examination.

Borrowing Base *:*	Subject to the Closing Borrowing Base as provided above and the Certain Funds Provision, the Revolving Loans and Letters of Credit shall be provided to each Borrower subject to the terms and conditions of the Loan Documents and availability under the Borrowing Base, which will be calculated as follows: (a) 85% multiplied by the net amount of the eligible accounts of such Borrower (with a sublimit of up to $2,500,000 for accounts representing progress billings subject to a field exam report), plus (b) the amount equal to the lesser of (i) 30% multiplied by the net book value (calculated at the lower of cost or market on a first in, first out basis) of eligible inventory of such Borrower or (ii) $5,000,000 [1] ; plus (c) domestic cash of the Borrowers, in an amount not to exceed $3,000,000, on deposit in blocked accounts subject to a first priority perfected lien in favor of the Agent and which give the Agent exclusive access and control for withdrawal purposes; minus (d) customary reserves.
Letter of Credit Subfacility:	Under the Revolver, Borrowers will be entitled to request that Agent issue letters of credit (each, a " ***Letter of Credit*** ") in an aggregate amount not to exceed $12,000,000 at any one time outstanding. The aggregate amount of outstanding Letters of Credit will be reserved against the credit availability created under the Borrowing Base and the Maximum Revolver Amount.
Optional Prepayment:	The Advances may be prepaid in whole or in part from time to time without penalty or premium. The Revolver commitments may be reduced from time to without penalty or premium.
Mandatory Prepayments:	The Facility will be required to be prepaid in an amount equal to the amount by which the Revolving Loans plus the Letter of

1 *To accommodate alternate advance rates of up to an amount equal to the lesser of (i) 60% of cost on eligible inventory or (ii) 85% of the net orderly liquidation value of eligible inventory, Wells Fargo will require appraisals .*

	Credit usage exceed the Borrowing Base. In the event of a change of control (to be defined), the Borrowers will be required to make an offer to prepay amounts outstanding under the Facility. Any mandatory prepayments shall be applied first, to Advances outstanding under the Revolver, and second to cash collateralize the Letters of Credit.
Use of Proceeds:	To (i) refinance certain existing indebtedness of Borrowers', (ii) fund fees and expenses associated with the Facility and the Transactions, and (iii) finance the ongoing general corporate needs of Borrowers.
Fees and Interest Rates:	As set forth in the Fee Letter and on Annex A-I.
Term:	Five (5) years from the Closing Date (" ***Maturity Date*** ").
Collateral:	Subject to permitted liens (to be mutually agreeable to Agent and Borrowers) and customary exclusions to be mutually agreed upon, (a) a first priority perfected security interest in the cash, accounts receivable, books and records, chattel paper, deposit accounts (and all cash, checks and other negotiable instruments, funds and other evidences of payment held therein), securities accounts and operating accounts, inventory, and all other working capital assets and all documents, instruments, and general intangibles related to any of the foregoing of the Loan Parties' now owned and hereafter acquired, and all proceeds and products thereof (" ***Revolver Priority Collateral*** ") and (b) a second priority perfected security interest in all of the Loan Parties' now owned and hereafter acquired property and assets and all proceeds and products thereof other than the Revolver Priority Collateral (" ***Term Loan Priority Collateral*** ") , including stock (or other ownership interests in) of each Loan Party (other than the stock of the Parent) and all proceeds and products thereof; provided that only 65% of the stock of (or other ownership interests in) any controlled foreign corporations will be required to be pledged if the pledge of a greater percentage would result in material adverse tax consequences. A customary intercreditor agreement reasonably acceptable to the Agent in its sole discretion will be entered into by the Agent and the agent (the " ***Term Agent*** ") under the term loan facility in an aggregate principal amount of up to $100 million (" ***Term Loan Facility*** ") of the Borrowers in place on the Closing Date governing the respective rights and obligations

	of the Lenders and the lenders under such Term Loan Facility with respect to the Collateral and other customary matters.
Collection:	The Loan Parties will direct all of their customers to remit all collections to deposit accounts that are subject to control agreements reasonably satisfactory to Agent. The Agent shall have full dominion over all collections and cash will be swept against the Advances on a daily basis at all times (i) at the election of the Agent, upon the occurrence and during the continuance of a payment, reporting or bankruptcy or insolvency related event of default, and (ii) commencing when excess availability is less than the greater of (A) 12.5% of the Maximum Credit Amount and (B) $5,000,000, and continuing until, in each case, such time as no such event of default exists and excess availability has been greater than the threshold set forth in clause (ii) at all times for 30 consecutive days.
Bank Products:	The Loan Parties shall be required to establish and maintain their primary depository and treasury management relationships with Wells Fargo or one of its affiliates. Each Loan Party will offer Wells Fargo (or one or more of its affiliates) the first opportunity to bid for all other bank products, including, but not limited to, foreign exchange and interest rate hedging products, for so long as the Facility is in place. Nothing herein is a recommendation, solicitation, commitment or offer by Wells Fargo to provide any Loan Party any interest rate protection, currency hedge or commodities hedge product.
Revolver Documentation :	The Loan Documents shall be consistent with this Term Sheet and customary for transactions of this type and shall be negotiated in good faith by the Borrowers and Wells Fargo so that the Loan Documents, giving effect to the Certain Funds Provision, are finalized as promptly as practicable after the acceptance of this Commitment Letter (the " ***Revolver Facility Documentation Principles*** ").
Representations and Warranties:	The credit agreement governing the Facility, will contain the following representations and warranties (which will be the only representations and warranties) regarding the Loan Parties and their subsidiaries (and certain of which will be subject to materiality thresholds, baskets and customary exceptions and qualifications to be mutually agreed upon)

	regarding: due organization and qualification; subsidiaries; due authorization; no conflict; governmental and third party consents and approvals; binding obligations; perfected liens; title to assets; no encumbrances; jurisdiction of organization; location of chief executive office; organizational identification number; commercial tort claims; litigation; compliance with laws (including SPAC-related) and material agreements; accuracy of financial statements and no material adverse change; employee benefits and ERISA; environmental condition; intellectual property and licenses; leases; deposit accounts and securities accounts; complete disclosure; solvency; material contracts; Patriot Act, FCPA and OFAC; accuracy of disclosure; employee matters and absence of labor disputes; identification of subsidiaries; indebtedness; payment of taxes; margin stock; governmental regulation; not an investment company or subject to regulation restricting the transactions; use of proceeds; insurance; deposit accounts; Parent as holding company; acquisition documents; collateral matters; governmental contracts; hedge agreements; eligible accounts; eligible inventory; location of inventory and equipment; and inventory records.
Affirmative Covenants:	The credit agreement governing the Facility will contain the following affirmative covenants (which will be the only affirmative covenants and certain of which will be subject to materiality thresholds, baskets and customary exceptions and qualifications to be mutually agreed upon) which will be applicable to the Loan Parties and their subsidiaries regarding: financial statements, reports, and certificates; monthly collateral reporting (provided , that , borrowing base certifications and related collateral reports would be required on a weekly basis when excess availability is less than the greater of (A) 12.5% of the Maximum Credit Amount and (B) $5,000,000); existence; maintenance of properties; taxes; insurance; material intellectual property; inspection; compliance with laws; regulatory matters; environmental; disclosure updates and customary notifications; formation of subsidiaries; conduct of business; books and records; further assurances; lender meetings; material contracts; use of proceeds; margin regulations; deposit accounts; cash management; hedge agreements; additional guarantors and collateral; employee benefits; ERISA and location of inventory and equipment.
Negative Covenants:	The credit agreement governing the Facility will contain the following negative covenants (which will be the only negative covenants and certain of which will be subject to materiality

thresholds, baskets and customary exceptions and qualifications to be mutually agreed upon) which will be applicable to the Loan Parties and their subsidiaries regarding: limitations on: indebtedness; liens; fundamental changes; disposal of assets; change of name; nature of business; prepayments and amendments; change of control; distributions; accounting methods; investments (other than permitted acquisitions subject to terms and conditions to be agreed upon); transactions with affiliates; use of proceeds; Parent as holding company; mergers, consolidations and acquisitions; redemptions; dividends and payments on junior capital (including an absolute prohibition on all payments of fixed cash dividends in respect of "qualified preferred" stock); sale/leaseback transactions; limitation on issuance of equity interests (subject to the SPAC structure); speculative hedging; changes in fiscal year or accounting practices; restrictive agreements; operating leases; consignments; and inventory and equipment with bailees.

Financial Covenants: Upon the occurrence and during the continuance of a Covenant Testing Trigger Period (as defined below), the Parent and its subsidiaries shall be required to maintain a fixed charge coverage ratio of 1.10 tested on a monthly basis.

" ***Covenant Testing Trigger Period*** " means the period (i) commencing on any day that excess availability is less than the greater of (A) 12.5% of the Maximum Credit Amount and (B) $5,000,000, and (ii) continuing until excess availability has been greater than or equal to the threshold set forth in clause (i) at all times for 30 consecutive days.

Events of Default: The following events of default (which will be the only events of default) will be contained in the credit agreement governing the Facility and will be applicable to the Loan Parties and their subsidiaries (and certain of which will be subject to materiality thresholds, exceptions and grace periods to be mutually agreed upon) regarding: non-payment of obligations; non-performance of covenants and obligations; material judgments; bankruptcy or insolvency; any restrainment against the conduct of all or a material portion of business affairs; default on other material debt (including hedging agreements); cross default to the Term Loan Facility; cross acceleration to other material debt; breach of any representation or warranty; limitation or termination of any guarantee with respect to the Facility; impairment of security; employee benefits; change in control; and actual or asserted invalidity or unenforceability of any Facility documentation or liens securing obligations under

	the Facility documentation.
Conditions Precedent to Closing:	The conditions precedent set forth on Annex B-I.
Assignments:	Each Lender shall be permitted to assign its rights and obligations under the Loan Documents, or any part thereof, to any person or entity with the consent of Agent and with the consent of Borrower (such consent not to be unreasonably withheld or delayed); provided that no consent by Borrower shall be required for assignments (a) to another Lender, an affiliate of a Lender or an approved fund under common control with a Lender or (b) after the occurrence and during the continuance of a payment or bankruptcy or insolvency-related event of default. Subject to customary voting limitations, each Lender shall be permitted to sell participations in such rights and obligations, or any part thereof to any person or entity without the consent of Borrowers.
Governing Law and Forum:	New York; provided , that, notwithstanding the governing law provisions of the Loan Documents, it is understood and agreed that (a) the interpretation of the definition of "Material Adverse Effect" (and whether or not a Material Adverse Effect has occurred), (b) the determination of the accuracy of any Specified Merger Agreement Representation and whether as a result of any inaccuracy thereof either Sponsor or its applicable affiliate has the right to terminate its obligations under the Merger Agreement or to decline to consummate the Acquisition and (c) the determination of whether the Acquisition has been consummated in accordance with the terms of the Merger Agreement and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof shall, in each case, be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof.
Counsel to Agent and the Lenders:	Morgan, Lewis & Bockius, LLP

Annex A-I

Interest Rates and Fees

Interest Rate Options

Borrowers may elect that the loans bear interest at a rate *per annum* equal to:

(i) the Base Rate plus the Applicable Margin; or

(ii) the LIBOR Rate plus the Applicable Margin.

As used herein:

The " ***Base Rate*** " means the greatest of (a) the prime lending rate as announced from time to time by Wells Fargo Bank, N.A., (b) the Federal Funds Rate plus ½%, and (c) the three month LIBOR Rate (which rate shall be determined on a daily basis), plus 1%.

The " ***LIBOR Rate*** " means the rate per annum as reported on Reuters Screen LIBOR01 page (or any successor page) 2 business days prior to the commencement of the requested interest period, for a term, and in an amount, comparable to the interest period and the amount of the LIBOR Rate Loan requested (whether as an initial LIBOR Rate Loan or as a continuation of a LIBOR Rate Loan or as a conversion of a Base Rate Loan to a LIBOR Rate Loan) by Borrowers in accordance with the definitive credit agreement (and, if any such rate is below zero, the LIBOR Rate shall be deemed to be zero), which determination shall be made by Agent and shall be conclusive in the absence of manifest error. The LIBOR Rate shall be available for interest periods of 1, 2, 3 or 6 months.

" ***Applicable Margin*** " means, as of any date of determination, the following margin based upon Borrowers' most recent monthly average excess availability calculation:

Level	Average Excess Availability	Applicable Margin in respect of Base Rate Loans under the Revolver	Applicable Margin in respect of LIBOR Rate Loans under the Revolver (the " ***Revolver LIBOR Margin*** ")
I	>50% of the Maximum Credit Amount	0.75%	1.75%
II	≤50% of the Maximum Credit Amount	1.25%	2.25%

Interest Payment Dates	In the case of loans bearing interest based upon the Base Rate (***"Base Rate Loans"***), monthly in arrears. In the case of Loans bearing interest based upon the LIBOR Rate (***"LIBOR Rate Loans"***), on the last day of each relevant interest period; provided that the interest for any interest period in excess of 3 months shall be paid in 3 month intervals after the commencement of the applicable interest period and on the last day of such interest period.
Letter of Credit Fees	An amount equal to the Revolver LIBOR Margin per annum times the amount of each Letter of Credit, payable in cash monthly in arrears, plus the charges imposed by the letter of credit issuing bank; provided however , that if the Default Rate is in effect, the Letter of Credit Fee shall be increased by an additional 2.0% per annum.
Default Rate	At any time when an event of default has occurred and is continuing and upon written election of the Agent or the Required Lenders (to be defined in the Loan Documents) all amounts owing under the Facility shall bear interest at 2.0% per annum above the interest rate otherwise applicable thereto.
Rate and Fee Basis	All *per annum* rates shall be calculated on the basis of a year of 360 days and the actual number of days elapsed.
Fees	Certain fees shall be as agreed to by the parties in the Fee Letter.
Unused Revolver Fee	A fee in an amount equal to 0.50% per annum times the unused portion of the Revolver shall be due and payable monthly in arrears.

Annex B-I

The availability of the Facility is subject to the satisfaction of each of the following conditions precedent:

(a) Except as contemplated by the Merger Agreement, since December 31, 2015, no Material Adverse Effect (as defined in the Merger Agreement as in effect on the date hereof, as used herein for clarity, a " ***Material Adverse Effect*** ") shall have occurred that would excuse Parent or Newco from their obligation to consummate the Acquisition under the Merger Agreement;

(b) The Acquisition shall have been consummated, or shall be consummated substantially concurrently with the initial borrowing under the Facility in accordance with the Merger Agreement. The Merger Agreement shall not have been amended or waived, and no consents shall have been given with respect thereto, in any material respect by you or your subsidiaries in a manner materially adverse to Wells Fargo (in its capacity as such) without the consent of Wells Fargo (such consent not to be unreasonably withheld, conditioned or delayed based on the interests of Wells Fargo); *provided* that (a) the granting of any consent under the Merger Agreement that is not materially adverse to the interests of Wells Fargo shall not otherwise constitute an amendment or waiver and (b) any change to the definition of "Material Adverse Effect" in the Merger Agreement shall be deemed materially adverse to Wells Fargo;

(c) The Equity Contribution shall have been consummated, or shall be consummated substantially concurrently with the borrowing under the Facility, in at least the amount set forth in the Commitment Letter (as such amount may be modified pursuant to paragraph (b) above); provided that if the Company enters into any subscription agreements, backstop agreements, warrant agreements, registration rights agreements, conversion agreements, lock-up agreements, or any other similar agreements respecting the Company's capital structure in connection with the Equity Contribution or the Transactions, such agreements shall be on terms and conditions reasonably satisfactory to Wells Fargo. The Refinancing shall have been consummated, or shall be consummated substantially concurrently with the initial borrowing under the Facility;

(d) Subject to the Certain Funds Provision, (i) delivery of Loan Documents duly executed by the Loan Parties (or applicable third parties as the case may be) including, without limitation, a credit agreement, security agreements, control agreements, landlord waivers, mortgages, pledge agreements, intercreditor agreements and subordination agreements, and (ii) receipt of other documentation customary for transactions of this type including legal opinions, officers' certificates, instruments necessary to perfect the Agent's first priority security interest in the Collateral, and certificates of insurance policies and/or endorsements naming Agent as additional insured or loss payee, as the case may be, all in form and substance reasonably satisfactory to Agent;

(e) With respect to each Loan Party, receipt of evidence of customary corporate authority and officer's certificates (including copies of governing documents certified as of a recent date by the appropriate governmental official) and certificates of status and good standing issued as of a recent date by the jurisdictions of organization of each Loan Party;

(f) The Agent shall have received, at least five (5) Business Days prior to the Closing Date, all documentation and other information about the Borrowers and the Guarantors and their senior management and key principals required under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, that has been requested in writing at least

ten (10) Business Days prior to the Closing Date; provided that Agent shall have received all documentation and other information required under this clause (f) for any new Loan Party formed or senior management or key principal appointed within ten (10) Business Days prior to the Closing Date;

(g) The capital structure of the Loan Parties shall be reasonably satisfactory to Agent (provided, Wells Fargo acknowledges that the capital structure of the Company contemplated in the Merger Agreement (as in effect on the date hereof) is reasonably satisfactory to Wells Fargo);

(h) Minimum liquidity of the Loan Parties at closing, after giving effect to the initial use of proceeds (including the payment of all fees and expenses), of not less than $7,500,000, of which at least $5,000,000 must be derived from excess availability (excluding any qualified cash permitted under the Borrowing Base) under the Revolver , the Company's LTM Adjusted EBITDA (as mutually agreed upon) for the last twelve months prior to the Closing Date is not less than $40.0 million, and Agent shall have received a closing borrowing base certificate using, if applicable, the Closing Borrowing Base and otherwise in accordance with the Agent's customary procedures and practices so as to obtain current results;

(i) Borrowers shall have received proceeds of the Term Loan Facility in an aggregate amount of at least $100,000,000 (it being understood that any purchase price reductions in respect of the Acquisition or any original issue discount, in each case reducing the proceeds of the Term Loan Facility, shall reduce such minimum amount on a dollar-for-dollar basis) and otherwise on terms and conditions reasonably satisfactory to Agent, and the provider of such debt shall have entered into an intercreditor agreement with Agent in form and substance reasonably satisfactory to Agent;

(j) All documents and instruments, in each case, as applicable, in accordance with the Revolver Facility Documentation Principles and subject to the Certain Funds Provision, required to perfect the Agent's security interests in the Collateral shall have been executed and delivered and, if applicable, be in proper form for filing;

(k) Agent shall have received a solvency certificate consistent with the certificate attached hereto as Annex B-II from the chief financial officer of Parent;

(l) All costs, fees and expenses contemplated hereby and under the Fee Letter and the other Loan Documents due and payable on the Closing Date to Agent and Lenders in respect of the Transactions shall have been paid;

(m) Agent shall have received (a) audited consolidated balance sheets and related statements of operations, shareholders' equity and cash flows of the Borrowers for the fiscal years ended December 31, 2015 and December 31, 2014, (b) unaudited consolidated balance sheets and related consolidated statements of operations and cash flows of the Borrowers for each subsequent fiscal quarter (other than the fourth fiscal quarter) ended at least 45 days prior to the Closing Date, (c) unaudited consolidated balance sheets and related consolidated statements of operations and cash flows of the Borrowers for the two months ended immediately prior to the Closing Date, and (d) satisfactory projections with respect to the Borrowers and its subsidiaries for the period from fiscal year 2016 through fiscal year 2020 (it being acknowledged that the projections delivered to Agent on February 23, 2016 are satisfactory); and

(n) The Specified Merger Agreement Representations shall be true and correct to the extent required by the Certain Funds Provision and the Specified Representations shall be true and correct

in all material respects (except in the case of any Specified Representation which expressly relates to a given date or period, such representation and warranty shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be); *provided* , that to the extent that any of the Specified Representations are qualified by or subject to a "material adverse effect", "material adverse change" or similar term or qualification, the definition thereof shall be the definition of "Material Adverse Effect" (as defined in the Merger Agreement) for purposes of any such representations and warranties made or deemed made on, or as of, the Closing Date (or any date prior thereto).

Annex B-II

FORM OF SOLVENCY CERTIFICATE

SOLVENCY CERTIFICATE
of
PARENT
AND ITS SUBSIDIARIES

Pursuant to the Credit Agreement [2] , the undersigned hereby certifies, solely in such undersigned's capacity as [chief financial officer] [chief accounting officer] [*specify other officer with equivalent duties*] of the Parent, and not individually, as follows:

I am generally familiar with the businesses and assets of the Parent and its Subsidiaries [3] , taken as a whole, and am duly authorized to executed this Solvency Certificate on behalf of the Loan Parties pursuant to the Credit Agreement. As of the date hereof, after giving effect to the consummation of the Transactions, including the making of the Revolving Loans under the Credit Agreement, on the date hereof, and after giving effect to the application of the proceeds of such Indebtedness:

a. The fair value of the assets of the Parent and its Subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise;

b. The present fair saleable value of the property of the Parent and its Subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

c. The Parent and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured; and

d. The Parent and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital.

For purposes of this Certificate, the amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

[*Signature Page Follows*]

---

2 Credit Agreement to be defined.
3 "Subsidiaries" to be defined.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in such undersigned's capacity as [chief financial officer] [chief accounting officer] [*specify other officer with equivalent duties*] of the Parent, on behalf of the Parent, and not individually, as of the date first stated above.

[PARENT]

By: _____
Name:
Title:

Exhibit 10.3

Execution Version
April 7, 2016

HCAC II, Inc.
c/o Hennessy Capital Acquisition Corp. II
700 Louisiana Street, Suite 900
Houston, TX 77002
Attention: Kevin M. Charlton

Project Legend
Amended and Restated Commitment Letter

Ladies and Gentlemen:

HCAC II, Inc. (" ***Newco*** "), a wholly owned subsidiary of Hennessy Capital Acquisition Corp. II (" ***Parent*** "), each formed at the direction of Hennessy Capital Partners II LLC and/or its affiliates (collectively, " ***Sponsor*** " or " ***you*** ") has advised GSO Capital Partners LP (together with its affiliates and funds and accounts managed or sub-advised by any of them, " ***GSO*** ", " ***Commitment Parties*** " " ***we*** " or " ***us*** ") that you are seeking to acquire (the " ***Acquisition*** "), USI Senior Holdings, Inc. (the " ***Acquired Business*** " or " ***Target*** ") pursuant to that certain agreement and plan of merger dated as of April 1, 2016 (the " ***Acquisition Agreement*** ") whereby Newco will merge with and into the Target. The Acquisition, the entering into and funding of the Term Facility (as defined below), the Refinancing (as defined below), and the Revolving Credit Facility (as defined below) and the payment of related fees and expenses are referred to herein collectively as the " ***Transactions*** ", and the date on which the Transactions are consummated is referred to herein as the " ***Closing Date*** ". As mentioned in our previous conversations, we are excited about this opportunity to provide you with debt financing for the Transactions as we are already familiar with the industry and the Acquired Business. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Term Sheets (as defined below).

You have also advised GSO that you intend that:

(a) the Sponsor and other investors (collectively with the Sponsor, the " ***Investors*** ") will directly or indirectly contribute to Parent, for further contribution directly or indirectly to Newco, an aggregate amount of cash equity (which, in respect of any equity of Parent other than common stock or "qualified preferred", shall be on terms reasonably acceptable to the Commitment Parties) (collectively, the " ***Equity Contribution*** ") that represents, together with rollover equity (which may be cash or non-cash) of (i) the Target held by management and current investors in the Target or (ii) of the Parent held by current investors in the Parent, not less than $199,500,000;

(b) the Borrower (as defined in the Term Facility Term Sheet) will obtain the senior secured unitranche term facility described in the Summary of Principal Terms and Conditions attached hereto as Exhibit B (the " ***Term Facility Term Sheet*** ", and, collectively with the Conditions Precedent attached hereto as Exhibit C, the " ***Term Sheets*** ") in an aggregate amount of $100.0 million;

(c) the Borrower will use commercially reasonable efforts to obtain a senior secured asset-based revolving credit facility from a revolving lender selected by the Borrower and reasonably acceptable to GSO (provided, Wells Fargo Bank, National Association, is reasonably acceptable to GSO) which shall be subject to customary intercreditor arrangements set forth in an intercreditor agreement (the " ***Intercreditor Agreement*** ") reasonably satisfactory to the Sponsor, GSO and the agent under such senior secured asset-based revolving credit facility, in an aggregate amount up to $25.0 million (or such greater amount as is determined by the Borrower and reasonably acceptable to GSO) (the " ***Revolving Credit Facility*** "); and

(d) all indebtedness of the Company and its subsidiaries under that certain Revolving Credit and Term Loan Agreement, dated as of May 1, 2015, by and among SunTrust Bank, United Subcontractors, Inc., USI Intermediate Holdings, Inc. and Target, shall have been paid in full, and all commitments, security interests and guaranties in connection therewith shall have been terminated and released (or arrangements therefor reasonably satisfactory to the Commitment Parties shall have been made) (the transactions described in this clause (d) are collectively referred to herein as the " ***Refinancing*** ").

Immediately after consummating the Transactions, the Borrower and its subsidiaries will have no outstanding indebtedness except as described above and except for (i) indebtedness permitted to remain outstanding under the Acquisition Agreement, (ii) indebtedness permitted to be incurred under the Acquisition Agreement prior to the Closing Date, and (iii) trade payables, capital leases and equipment financings that the Borrower and the Commitment Parties reasonably agree may remain outstanding after the Closing Date (the indebtedness described in clauses (i) through (iii) above, collectively, the " ***Permitted Surviving Debt*** ").

In connection with the foregoing, GSO is pleased to advise you of its commitment (on behalf of funds and accounts managed or sub-advised by GSO and its affiliates) to provide the entire principal amount of the Term Facility, upon the terms and subject to the conditions set forth or referred to in this commitment letter (the " ***Commitment*** ") (including Exhibit A , Exhibit B and Exhibit C and other attachments hereto, this " ***Commitment Letter*** "). This Commitment Letter amends and restates that certain commitment letter dated April 1, 2016, among GSO and you.

You hereby appoint GSO to act, and GSO (or our designee reasonably acceptable to you) hereby agrees to act, as the agent, collateral agent, sole bookrunner and sole lead arranger for the Term Facility on the terms and subject to the conditions set forth or referred to in this Commitment Letter. GSO (or our designee reasonably acceptable to you), in such capacities, will perform the duties and exercise the authority customarily performed and exercised by it in such roles. You agree that no other titles will be awarded and no compensation (other than that expressly contemplated by this Commitment Letter) will be paid in connection with the Term Facility unless you and we shall so agree.

From the date hereof until the earliest of:

(a) the mutual agreement of the parties hereto not to pursue the execution of the definitive agreements relating to the Term Facility (" ***Definitive Agreements*** ");

(b) the Closing Date; and

(c) the Termination Date (as defined below) (or such later date as you and GSO shall have mutually agreed to extend GSO's Commitment hereunder),

unless you first obtain our approval, you:

(i) shall not, and shall cause your affiliates, agents, representatives, counsel, consultants and advisors and any other person acting on your or their behalf not to, directly or indirectly solicit, participate in any negotiations or discussions with or provide or afford access to information to any third party with respect to, or otherwise effect, facilitate, encourage or accept any offers for the funding of the Term Facility or any alternative equity or debt financing arrangements in connection with the Transactions (other than the Equity Contribution, on terms and in the amount reasonably agreed by GSO, and the Revolving Credit Facility); and

(ii) shall terminate or have terminated prior to the date hereof any written agreement or arrangement related to the foregoing to which you or your affiliates are parties, as well as any activities and discussions related to the foregoing as may be continuing on the date hereof with any party other than GSO and its representatives.

All of the rights of GSO under this paragraph shall remain in full force and effect notwithstanding the termination of this Commitment Letter or GSO's commitments and agreements hereunder.

GSO may assign through a syndication process or otherwise, its Commitment in part to one or more financial institutions or other entities engaged in the business of holding loans or securities, provided, that (a) such assignments to banks, financial institutions, funds, accounts and clients managed or sub-advised by GSO will be permitted without consultation with the Borrower, and (b) such assignments to banks, financial institutions and funds which are not, in each case, managed or sub-advised by GSO will be permitted with the prior written consent (not to be unreasonably withheld, delayed or conditioned) of the Borrower. You agree to use your commercially reasonable efforts to assist GSO and cooperate with GSO in such syndication process to such extent as GSO may reasonably request until 60 days after the Closing Date. Notwithstanding anything to the contrary contained in this Commitment Letter, neither the commencement nor completion of a syndication process or compliance with any of the conditions set forth in this paragraph shall constitute a condition precedent to the availability and initial funding of the Term Facility on the Closing Date or at any time thereafter.

You hereby represent and covenant that to your knowledge (a) all written factual information (other than (i) the Projections (as defined below), (ii) other forward-looking information and (iii) information of a general economic or industry nature) that has been or will be made available to GSO by or on behalf of you or any of your representatives in connection with the transactions contemplated hereby (the " ***Information*** "), when taken as a whole, does not or will not, when

furnished, contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto from time to time) and (b) the projections, when taken as a whole, with respect to the Borrower and its subsidiaries (the " ***Projections*** ") that have been or will be made available to GSO by or on behalf of you or any of your representatives in connection with the transactions contemplated hereby have been or will be prepared in good faith based upon assumptions believed by you to be reasonable at the time furnished to GSO (it being recognized by the Commitment Parties that such Projections are not to be viewed as facts and are subject to significant uncertainties and contingencies many of which are beyond your control, that no assurance can be given that any particular financial projections will be realized, that actual results may differ from projected results and that such differences may be material). You agree that if at any time prior to the closing of the Transactions any of the representations in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will use commercially reasonable efforts to promptly supplement the Information and the Projections so that such representations will be correct in all material respects under those circumstances, provided, that any such supplementation shall cure any breach of such representations. You understand that in syndicating the Commitment we may use and rely on the Information and Projections without independent verification thereof.

As consideration for the commitments and agreements of the Commitment Parties under the Commitment Letter with respect to the Term Facility, you agree to pay (or cause to be paid) to GSO, for the account of each Commitment Party, the fee based compensation described in the separate Fee Letter dated the date hereof and delivered herewith (the " ***Fee Letter*** ") on the terms and subject to the conditions expressly set forth therein.

Each of the parties hereto agrees that this Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein (including an obligation to negotiate in good faith); it being acknowledged and agreed that the commitments of the Commitment Parties hereunder to fund the Term Facility on the Closing Date are subject only to the applicable express conditions set forth in Exhibit C hereto (the " ***Funding Conditions*** "), and upon satisfaction (or waiver by the Commitment Parties) of the Funding Conditions, the funding of Term Facility shall occur; it being understood and agreed that there are no other conditions (implied or otherwise) to the commitments hereunder, including compliance with the terms of the Commitment Letter, and the Term Facility Documentation.

Notwithstanding anything in this Commitment Letter, the Fee Letter, the Term Facility Documentation or any other letter agreement or other undertaking concerning the financing of the Transactions to the contrary but subject to the conditions precedent in Exhibit C , (i) the only representations and warranties the making and accuracy of which shall be a condition precedent to the funding under the Term Facility on the Closing Date shall be (A) such of the representations and warranties made by or on behalf of the Target and its subsidiaries in the Acquisition Agreement as are material to the interests of the Commitment Parties, but only to the extent that you have (or your applicable affiliate has) the right, pursuant to the Acquisition Agreement, to terminate your (or its) obligations under the Acquisition Agreement to consummate the Acquisition (or the right not to consummate the Acquisition pursuant to the

Acquisition Agreement) as a result of a breach of such representations and warranties (the " ***Specified Acquisition Agreement Representations*** ") and (B) the Specified Representations (as defined below) and (ii) the terms of the Term Facility Documentation and the Closing Deliverables shall be in a form such that they do not impair the funding under the Term Facility on the Closing Date if the conditions expressly set forth in Exhibit C hereto are satisfied (or waived by the Commitment Parties) (it being understood that, to the extent any security interest in any Collateral is not or cannot be provided (other than a security interest that can be created by the execution and delivery of a security agreement) and/or perfected (other than (A) a lien on Collateral that may be perfected by the filing of a financing statement under the Uniform Commercial Code (" ***UCC*** ") or (B) a pledge of the equity interests of the Borrower and its material wholly-owned U.S. subsidiaries (solely to the extent required in the Term Facility Term Sheet) with respect to which a lien may be perfected upon closing by the delivery of a stock or equivalent certificate (other than those stock or equivalent certificates of subsidiaries of the Company not provided to you after your use of commercially reasonable efforts to obtain such stock or equivalent certificates)) to the extent required under the Term Sheets on the Closing Date after your use of commercially reasonable efforts to do so without undue burden or expense, then the provision and/or perfection of security interests in such Collateral shall not constitute a condition precedent to the availability and funding of the Term Facility on the Closing Date, but shall be required to be provided and/or perfected within 90 days after the Closing Date (subject to extensions agreed to by GSO)). For purposes hereof, " ***Specified Representations*** " means the representations and warranties set forth in the Term Facility Documentation relating to corporate or other organizational existence, power and authority (as to execution, delivery and performance of the Term Facility Documentation) of the Borrower and the Guarantors, the due authorization, execution, delivery, enforceability and non-contravention of the Term Facility Documentation with the governing documents of the Borrower and Guarantors, solvency as of the Closing Date (after giving effect to the Transactions) of the Parent and its subsidiaries on a consolidated basis (such representation and warranty to be consistent with the solvency certificate in the form set forth in Annex I attached to Exhibit C hereto), Federal Reserve margin regulations, the Investment Company Act, the PATRIOT Act, OFAC or the Foreign Corrupt Practices Act and other anti-terrorism laws (including the use of proceeds of the Term Facility not violating such laws), and the creation, validity and perfection of security interests in the Collateral (subject to permitted liens as set forth in the Term Facility Documentation and the limitations set forth in the preceding sentence and the Term Sheets). This paragraph and the provisions contained herein shall be referred to as the " ***Certain Funds Provision*** ".

You agree to indemnify and hold harmless GSO as set forth in Exhibit A hereto, the terms of which are incorporated herein in their entirety.

This Commitment Letter and our commitments and undertakings hereunder shall not be assignable by you (except by you to one or more of your affiliates that is a domestic "shell" company controlled, directly or indirectly, by the Sponsor to effect the consummation of the Acquisition prior to or substantially concurrently with (and to the Target substantially concurrently with) the consummation of the closing of the Acquisition) without our prior written consent (and any attempted assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto

(and Indemnified Parties), is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto (and Indemnified Parties) and is not intended to create a fiduciary relationship between the parties hereto. Any and all obligations of, and services to be provided by, GSO hereunder (including, without limitation, its Commitment) may be performed and any and all rights of GSO hereunder may be exercised by or through any of its affiliates or branches having the ability to perform GSO's obligations hereunder. This Commitment Letter may not be amended or any provision hereof waived or modified except by an instrument in writing signed by us and you. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Commitment Letter by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter supersedes all prior understandings, whether written or oral, between us with respect to the Term Facility. This Commitment Letter shall be governed by, and construed in accordance with, the laws of the state of New York.

Each of the parties hereto hereby irrevocably and unconditionally (a) submits, for itself and its property, to the exclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Commitment Letter, the Fee Letter or the transactions contemplated hereby or thereby, or for recognition or enforcement of any judgment, and agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by law, in such Federal court, (b) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Commitment Letter or the transactions contemplated hereby or thereby in any New York State court or in any such Federal court and (c) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court, provided , that, notwithstanding the preceding sentence and the governing law provisions of this Commitment Letter, it is understood and agreed that (x) the interpretation of the definition of "Material Adverse Effect" (and whether or not a Material Adverse Effect has occurred), (y) the determination of the accuracy of any Specified Acquisition Agreement Representation and whether as a result of any inaccuracy thereof you or your applicable affiliate has the right to terminate your or their obligations under the Acquisition Agreement or to decline to consummate the Acquisition and (z) the determination of whether the Acquisition has been consummated in accordance with the terms of the Acquisition Agreement and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof, in each case, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor any of its respective terms or substance, nor the activities of GSO or you pursuant hereto, shall be disclosed, directly or indirectly by GSO or you, to any other person except (a) to their respective officers, directors, employees, attorneys, accountants and advisors on a confidential and need-to-know basis, (b) pursuant to the order of any court or administrative agency or otherwise as required by applicable law, regulation, compulsory legal process or as requested by a governmental authority (in which case each of GSO and you agrees to inform the other promptly thereof), (c) in connection with the exercise of any remedy or enforcement of any

right under this Commitment Letter, (d) in connection with any syndication or other marketing materials in connection with the Term Facility and (e) in any proxy statement or similar public filing related to the Acquisition or in connection with any public filing requirement; *provided* that you may disclose this Commitment Letter and the contents hereof to the sellers and the Target, its subsidiaries and their respective officers, directors, employees, attorneys, accountants and advisors on a confidential and need-to-know basis; *provided further* that nothing herein shall prevent GSO or its affiliates who are providing services hereunder from disclosing any such information (i) upon the request or demand of any regulatory authority (including any self-regulatory authority) having jurisdiction over GSO or any of its affiliates (in which case GSO or such affiliate agrees to inform you promptly, unless GSO or such affiliate is prohibited by applicable law from so informing you, or except in connection with any request as part of a regulatory examination or audit), (ii) to the extent that such information becomes publicly available other than by reason of disclosure by GSO or any of its affiliates in violation of this paragraph, (iii) to the extent that such information is received by GSO or its affiliates from a third party that is not, to GSO or such affiliate's knowledge, subject to confidentiality obligations to you, the Company, the Borrower or the Sponsor, (iv) to the extent that such information is independently developed by GSO or its affiliates, in each case, so long as not based on information obtained in a manner that would otherwise violate this provision, (v) to GSO's affiliates (including funds managed, advised or sub-advised by GSO) and its and their officers, directors, employees, legal counsel, independent auditors, fund advisors, other experts, advisors or agents, GSO's current or prospective funding sources and other persons authorized by GSO to organize, present or disseminate such information, or (vi) with your prior written consent. Notwithstanding the foregoing, GSO may publicize in its marketing materials that GSO acted as arranger and lender in connection with the Term Facility (which may include the reproduction of the Borrower's and the Acquired Business' logo).

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THE ACQUISITION, THIS COMMITMENT LETTER OR THE PERFORMANCE OF SERVICES CONTEMPLATED HEREUNDER.

GSO hereby notifies you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "***PATRIOT Act***"), GSO and any other lender under the Term Facility may be required to obtain, verify and record information that identifies you and/or the Borrower, which information includes the name, address, tax identification number and other information regarding you and/or the Borrower that will allow GSO or such lender under the Term Facility to identify the Borrower in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective as to GSO and any other lender under the Term Facility.

You acknowledge that GSO and its respective affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests. Neither we nor any of our affiliates will use confidential information obtained from you by virtue of the transactions contemplated by this Commitment Letter or our other relationships with you in connection with the performance by us of services for other companies, and we will not furnish any such information to other

companies. You also acknowledge that neither we nor any of our affiliates has any obligation to use in connection with the transactions contemplated by this Commitment Letter, or to furnish to you, confidential information obtained by us from other companies.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter by returning to us executed counterparts hereof not later than 5:00 p.m., New York City time, on April 8, 2016. GSO's Commitment hereunder and its agreements contained herein will expire at such time in the event that we have not received such executed counterparts in accordance with the immediately preceding sentence. This Commitment Letter and GSO's Commitment hereunder and its agreements contained herein will terminate at the earlier of: (a) the closing of the Term Facility; (b) the closing of the Transactions without the use of the financing proposed hereunder; (c) the date of termination of the Acquisition Agreement by you or with your written consent, in each case, prior to the closing of the Acquisition; or (d) in the event that the initial borrowing in respect of the Term Facility does not occur on or before August 19, 2016 (the " ***Termination Date*** "), unless we shall, in our sole discretion, agree to an extension; provided , that any rights of GSO that survive termination shall continue in full force and effect for purposes of clarity. Notwithstanding any term or provision hereof to the contrary, all of the rights and obligations of GSO and you hereunder in respect of governing law, submission to jurisdiction, indemnification, confidentiality, exclusivity, and syndication shall remain in full force and effect regardless of whether definitive financing documentation shall be executed and delivered and notwithstanding the termination of this Commitment Letter or GSO's commitments and agreements hereunder.

[Remainder of this page intentionally left blank **]**

The Commitment Parties are pleased to have been given the opportunity to assist you in connection with the financing for the Acquisition.

Very truly yours,

GSO CAPITAL PARTNERS LP

By /s/ Marisa Beeney
Name: Marisa Beeney
Title: Authorized Signatory

[SIGNATURE PAGE TO COMMITMENT LETTER]

Accepted and agreed to as of
the date first above written:

HCAC II, Inc.

By /s/ Daniel J. Hennessy
Name: Daniel J. Hennessy
Title: Chairman and Chief Executive Officer

[SIGNATURE PAGE TO COMMITMENT LETTER]

EXHIBIT A

INDEMNIFICATION PROVISIONS

Unless otherwise defined, terms used herein shall have the meanings assigned thereto in the commitment letter dated today's date (the " ***Commitment Letter*** ") (such term and each other capitalized term used but not defined herein having the meaning assigned in the Commitment Letter).

In accordance with the Commitment Letter, if the Closing Date occurs, you (the " ***Indemnitor*** ") shall pay promptly (and in any event within thirty (30) days) following receipt of the relevant invoice (including customary backup documentation in reasonable detail supporting such invoice) for all of GSO's reasonable and documented out-of-pocket fees, costs and expenses (including, without limitation, all reasonable and documented out-of-pocket costs and expenses arising in connection with the syndication of the Term Facility and any due diligence investigation performed by GSO, and the reasonable and documented out-of-pocket fees and expenses of special counsel to GSO and also of, without limitation, any local legal counsel as shall be reasonably necessary following consultation with you in connection with the transactions contemplated hereby) arising in connection with the negotiation, preparation, execution, delivery or administration of the Commitment Letter and the definitive documentation for the Transactions.

In addition, the Indemnitor hereby indemnifies and holds harmless all Indemnified Parties (as defined below) from and against all Liabilities (as defined below). " ***Indemnified Party*** " shall mean GSO, the other holders of the Term Facility, each affiliate of any of the foregoing and the respective directors, officers, agents and employees of each of the foregoing, and each other person controlling any of the foregoing within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended. " ***Liabilities*** " shall mean any and all losses, claims, damages, liabilities or other costs or expenses to which an Indemnified Party may become subject which arise out of or are related to or result from any transaction, action or proceeding connected with the Transactions or the other matters described or referred to in the Commitment Letter; provided that Liabilities shall not include any losses, claims, damages, liabilities or other costs or expenses which result from (i) the gross negligence, bad faith or willful misconduct of an Indemnified Party or which result from a claim brought as a result of the breach by such Indemnified Party of its obligations under any documents executed in connection with the Term Facility or (ii) any dispute solely among the Indemnified Parties and/or their related parties and not arising out of any act or omission of you, any of your or its subsidiaries or the Sponsor (other than any proceeding against any commitment Party solely in its capacity or in fulfilling its role as an Agent or Lead Arranger or similar role under the Term Facility). In addition to the foregoing, the Indemnitor agrees to reimburse each Indemnified Party promptly (and in any event within thirty (30) days) following written demand therefor (together with customary backup documentation in reasonable detail supporting such reimbursement request; provided nothing herein shall require the furnishing of or access to any information, materials or documents subject to attorney-client privilege) for all reasonable and documented out-of-pocket legal or other expenses incurred in connection with investigating, defending or participating in any action or other proceeding relating to any Liabilities (whether or not such Indemnified Party is a party to any such action or proceeding).

In no event shall you or the Borrower have any liability to any Indemnified Party for any consequential or punitive damages, except for any such consequential or punitive damages included in any third party claim in connection with which such Indemnified Person is entitled to indemnification. If any Indemnified Party is entitled to indemnification under this Exhibit A with respect to any action or proceeding brought by a third party that is also brought against you, you shall be entitled to assume the defense of any such action or proceeding with counsel reasonably satisfactory to the Indemnified Party. Upon assumption by you of the defense of any such action or proceeding, the Indemnified Party shall

have the right to participate in such action or proceeding and to retain its own counsel but you shall not be liable for any legal expenses of other counsel subsequently incurred by such Indemnified Party in connection with the defense thereof unless (i) you have agreed to pay such fees and expenses, (ii) you shall have failed to employ counsel reasonably satisfactory to the Indemnified Party in a timely manner, or (iii) the Indemnified Party shall have been advised by counsel that there are actual or potential conflicting interests between you and the Indemnified Party, including situations in which there are one or more legal defenses available to the Indemnified Party that are different from or additional to those available to you. You shall not consent to the terms of any compromise or settlement of any action defended by you in accordance with the foregoing without the prior consent of the Indemnified Party (other than any such compromise or settlement exclusively requiring payment of money by you).

The following shall hereinafter be referred to as the " *SPAC Provision* ". Reference is made to the final prospectus of Hennessy Capital Acquisition Corp. II (the " *SPAC* "), filed with the Securities and Exchange Commission and dated July 22, 2015 (File No. 333-205152) (the " *Prospectus* "). GSO warrants and represents that it has read the Prospectus and understands that the SPAC has established a trust account containing the proceeds of its initial public offering (the " *IPO* ") and from certain private placements occurring simultaneously with the IPO (collectively, with interest accrued from time to time thereon, the " *Trust Fund* ") initially in an amount of $199,599,000 for the benefit of the SPAC's public stockholders (" *Public Stockholders* ") and certain parties (including the underwriters of the IPO) and that, except for a portion of the interest earned on the amounts held in the Trust Fund, the SPAC may disburse monies from the Trust Fund only: (i) to the Public Stockholders in the event they elect to redeem the shares of common stock of the SPAC in connection with the consummation of the SPAC's initial business combination (as such term is used in the Prospectus) (" *Business Combination* "), (ii) to the Public Stockholders if the SPAC fails to consummate a Business Combination within 24 months from the closing of the IPO, (iii) any amounts necessary to pay any taxes and for working capital purposes or (iv) to the SPAC after or concurrently with the consummation of a Business Combination. For and in consideration of the SPAC entering into discussions with GSO regarding a potential business relationship (which may include a Business Combination), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GSO hereby agrees it does not now and shall not at any time hereafter have any right, title, interest or claim of any kind in or to any monies in the Trust Fund or distributions therefrom, or make any claim against, the Trust Fund, regardless of whether such claim arises as a result of, in connection with or relating in any way to, any proposed or actual business relationship between the SPAC and GSO, this Commitment Letter or any other matter, and regardless of whether such claim arises based on contract, tort, equity or any other theory of legal liability (any and all such claims are collectively referred to hereafter as the " *Claims* "). GSO hereby irrevocably waives any Claims it may have against the Trust Fund (including any distributions therefrom) now or in the future as a result of, or arising out of, any negotiations, contracts or agreements with the SPAC and will not seek recourse against the Trust Fund (including any distributions therefrom) for any reason whatsoever (including, without limitation, for an alleged breach of this Commitment Letter). GSO agrees and acknowledges that such irrevocable waiver is material to this Commitment Letter and the Transactions described herein and specifically relied upon by the SPAC to induce it to enter into the Transactions or other matters described or referred to in this Commitment Letter, and GSO further intends and understands such waiver to be valid, binding and enforceable under applicable law. To the extent GSO commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to the SPAC, which proceeding seeks, in whole or in part, monetary relief against the SPAC, GSO hereby acknowledges and agrees that its sole remedy shall be against funds held outside of the Trust Fund and that such claim shall not permit GSO (or any party claiming on GSO's behalf or in lieu of GSO) to have any claim against the Trust Fund (including any distributions therefrom) or any amounts contained therein. In the event GSO commences any action or proceeding based upon, in connection with, relating to or arising out of any matter relating to the SPAC, which proceeding seeks, in whole or in part, relief against the Trust Fund (including any distributions therefrom) or the Public Stockholders, whether in the

form of money damages or injunctive relief, the SPAC shall be entitled to recover from GSO the associated legal fees and costs in connection with any such action, in the event the SPAC prevails in such action or proceeding.

Project Legend
$100.0 Million Term Facility
Summary of Principal Terms and Conditions [1]

Borrower :	Initially, Target (as successor by merger to Newco), and immediately following the Closing Date, United Subcontractors, Inc. (" ***USI*** ", the " ***Company*** ", or the " ***Borrower*** ").
Lenders	Banks, financial institutions, funds, accounts and clients managed or sub-advised by GSO (the " ***Term Lenders*** ")
Term Facility Administrative Agent :	An entity acceptable to GSO and the Borrower will act as sole and exclusive administrative agent (in such capacity, the " ***Term Facility Administrative Agent*** ") and collateral agent for the Term Lenders holding any Term Loans (as defined below), and will perform the duties customarily associated with such roles.
Term Facility :	A term loan unitranche facility in an aggregate principal amount of up to $100.0 million; provided, at GSO's option, such facility may consist of (x) a first lien, "first-out" senior secured term loan facility (the " ***First-Out Term Facility*** "; the loans thereunder the " ***First-Out Term Loans*** ") in U.S. dollars in an aggregate principal amount to be determined and (y) a first lien, "second-out" senior secured term loan facility (the " ***Second-Out Term Facility*** " (and, together with the First-Out Term Facility, the " ***Term Facility*** "); the loans thereunder, the " ***Second-Out Term Loans*** " (and, together with the First-Out Term Loans, the " ***Term Loans*** ") in U.S. dollars in an aggregate principal amount of to be determined.
Revolving Credit Facility	The Revolving Credit Facility in an amount of $25.0 million provided by a revolving lender selected by the Borrower and reasonably acceptable to GSO. No more than $5 million (not including any amounts drawn or utilized to cash collateralize or otherwise backstop outstanding letters of credit) of the Revolving Credit Facility shall be drawn on the Closing Date.
Incremental Facilities :	The Borrower shall have the right to increase the commitments to the Term Loan (the "Incremental Term Loans") in an aggregate amount up to $25.0 million (the "Incremental Facility") at any time on or before the final maturity date of the Term Facility, provided that (i) GSO shall have the first right to provide the Incremental Facility, (ii) no commitment of any Lender shall be

[1] All capitalized terms used but not defined herein have the meanings given to them in the Commitment Letter to which this Term Sheet is attached, including the Exhibits thereto. In the event any such capitalized term is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit shall be determined by reference to the context in which it is used.

increased without the consent of such Lender, (iii) the Borrower shall satisfy the conditions precedent for extensions of credit set forth below, (iv) the Borrower will be in *pro forma* compliance with all financial covenants, (v) the Incremental Term Loan shall be on terms consistent with the Term Loan (and subject to GSO's prior review), except that (x) that the final maturity date for the Incremental Term Loan may be later than the Term Loan, (y) the weighted average life to maturity of any Incremental Term Loan may be longer than the weighted average life to maturity of the Term Loan and (z) the all-in pricing (including interest rate and upfront fees (equated to an increase in interest rates based on an assumed 4-year average life to maturity in a manner as determined by GSO) applicable to the Incremental Term Loan will not be more than 0.50% higher than the corresponding all-in pricing (determined on the same basis) applicable to the Term Loan, unless the interest rate margin with respect to the Term Facility is increased by an amount equal to the difference between the all-in pricing with respect to the Incremental Term Loan and the all-in pricing on the Term Facility minus 0.50%. The Incremental Facility shall become part of the Term Facility.

To the extent the proceeds of any Incremental Facility are intended to be applied to finance an acquisition that is permitted under the Term Facility Documentation, the availability thereof shall be subject to customary "SunGard" or "certain funds" conditionality provisions.

Each credit extension under an Incremental Facility made after the Closing Date will be subject to conditions customary for transactions of this type, including, without limitation, accuracy of all representations and warranties; absence of any default or event of default; absence of any event that could reasonably be expected to have a material adverse effect; receipt of borrowing request and such other documents, certificates, information or legal opinions as the Administrative Agent or the Required Lenders shall have reasonably requested.

Purpose : The proceeds of the Term Facility will be used by the Borrower on the Closing Date, together with the proceeds of the Equity Contribution, solely to pay the consideration for the Acquisition, for the Refinancing, for the payment of any close-out fees in connection with the termination of hedging obligations, if any, of the Company and its subsidiaries (including accrued and unpaid interest and applicable premiums), to consummate the Transactions and to pay fees, costs and expenses related to the Transactions and for other general corporate purposes.

Availability : The Term Facility will be available in a single drawing on the Closing Date. Amounts borrowed under the Term Facility that are repaid or prepaid may not be reborrowed.

Interest Rates and Fees : Adjusted LIBOR plus 10.00% per annum cash interest, payable quarterly.

"Adjusted LIBOR" is the London interbank offered rate for U.S. dollars,

	adjusted for customary Eurodollar reserve requirements, if any, and subject to a floor of 1.00%. The Borrower may elect interest periods of 1, 2, 3 or 6 months (or, if agreed by all relevant Term Lenders, 12 months or a shorter period). Calculation of interest shall be on the basis of the actual days elapsed in a year of 360 days and interest shall be payable at the end of each interest period and, in any event, at least every 3 months.
Default Rate :	If any event of default has occurred and is continuing, the then otherwise applicable rate of interest shall be increased by 2% per annum. Default interest shall be payable on demand.
Final Maturity and Amortization :	The Term Facility will mature on the date that is five years after the Closing Date. The Second-Out Term Facility will not amortize. The First-Out Term Facility shall amortize at a rate to be determined and customary for transactions of this type.
Guarantors :	Guaranteed by all of the Company's wholly owned domestic subsidiaries and any parent holding companies of the Borrower (the " ***Guarantors*** ", and together with the Borrower, the " ***Loan Parties*** ").
Security :	All obligations under the Term Facility will be secured by a first priority perfected security interest in and lien on all real and personal property of the Loan Parties (subject to a customary excluded property construct to be agreed), including, without limitation, all equipment, general intangibles, goods, documents, contracts, trademarks, patents, copyrights, intercompany obligations, stock (including stock (and other ownership interests in) of each Loan Party (other than the stock of Parent) and all proceeds and products thereof; provided that only 65% of the stock of (or other ownership interests in) controlled foreign corporations will be required to be pledged if the pledge of a greater percentage would result in material adverse tax consequences) and membership interests, securities, notes, and all real estate owned or leased (provided, leasehold mortgages shall not be required for those leases listed on Schedule 3.07(b) of the Acquisition Agreement as in effect as of the date hereof) by the Loan Parties (but excluding cash, accounts receivable, books and records, chattel paper, deposit accounts (and all cash, checks and other negotiable instruments, funds and other evidences of payment held therein), securities accounts and operating accounts, inventory, and all other working capital assets and all documents, instruments, and general intangibles related to any of the foregoing of the Loan Parties' now owned and hereafter acquired, and all proceeds and products thereof, the " ***Revolving Facility Priority***

Collateral "), together with a pledge of all stock of the Loan Parties, and a second priority perfected security interest in and lien on the Revolving Facility Priority Collateral (collectively, the " ***Collateral*** ").

Ranking

The Term Facility shall rank pari passu to the Revolving Credit Facility and senior in right of payment to all other existing and future indebtedness of the Company.

Mandatory Prepayments :

Subject to the Intercreditor Agreement, the Borrower shall be required to make an offer to prepay the Loans in an amount equal to 100% of the net cash proceeds from equity or debt issuances or the sale or disposition of assets, insurance and condemnation proceeds and other extraordinary payments (in each case with exceptions to be agreed).

The Borrower shall be required to make an offer prepay the Loans in an amount equal to 75% of excess cash flow (EBITDA, less capital expenditures, cash taxes, scheduled debt service and any cash investments made in connection with future acquisitions) on an annual basis as additional payments of principal (subject to step downs to be agreed upon).

In the event of a Change of Control (to be defined), the Borrower will be required to make an offer to prepay amounts outstanding under the Term Loan at the then applicable optional prepayment premium (plus accrued and unpaid interest).

Voluntary Prepayments :

Voluntary prepayments of borrowings will be permitted at any time on or prior to the second anniversary of the Closing Date subject to customary notice requirements and to payment of a customary make-whole amount (at a make-whole price equal to the present value at such prepayment date of (i) the applicable prepayment premium on the first day after the second anniversary of the Closing Date (the " ***First Call Date*** ") (expressed in percentage of principal amount as set forth across from "Year 3" in the table below under "Prepayment Premiums", i.e., 3.00%), plus (ii) all required remaining scheduled interest payments due on such Term Loan to and excluding the First Call Date, computed using a discount rate equal to the sum of 50 basis points plus the yield on U.S. Treasuries of a maturity comparable to the life remaining on such Term Loan). Voluntary prepayments of borrowings will be permitted at any time following the second anniversary of the Closing Date (subject to customary notice requirements), without premium or penalty (except as provided below), subject to reimbursement of the Term Lenders' redeployment costs prior to the last day of the relevant interest period. Voluntary prepayments shall be in minimum principal amounts consistent with the Term Facility Documentation Principles. All

voluntary prepayments of the Term Facility (and/or any other facility, class or tranche of Term Loans, as determined by the Borrower in its sole discretion) will be applied to the remaining amortization payments under the Term Facility (and/or such other facility, class or tranche of Term Loans, as determined by the Borrower in its sole discretion) as directed by the Borrower (and absent such direction, in direct order of maturity thereof.

Prepayment Premiums: Voluntary prepayments of the Term Loans, in whole or in part, after the second anniversary of the Closing Date shall be accompanied by a prepayment premium calculated on the principal amount so prepaid in accordance with the table set forth below:

Term Loan Year	Applicable Prepayment Premium
Year 3	3.00%
Year 4	1.00%
Year 5	None

Term Facility Documentation : The definitive documentation for the Term Facility (the " ***Term Facility Documentation*** ") shall be consistent with this Term Sheet and customary for transactions of this type and shall be negotiated in good faith by the Borrower and the Commitment Parties so that the Term Facility Documentation, giving effect to the Certain Funds Provision, is finalized as promptly as practicable after the acceptance of the Commitment Letter (the " ***Term Facility Documentation Principles "***) .

Representations and Warranties : Limited to the following: representations and warranties as to due organization and qualification, good standing, power and authority; location of chief executive officer; organizational identification number; subsidiaries; due authorization, execution, delivery and enforceability; governmental and third party consents and approvals; no conflicts; no violation of law, regulation, judgments, organizational documents or agreements, and no creation of liens; binding obligations; accuracy of financial statements and no material adverse change; no litigation; commercial tort claims; environmental matters; compliance with laws (including SPAC-related) and material agreements; not an investment company or subject to regulation restricting the transactions; tax matters; margin regulations; use of proceeds; employee benefits and ERISA; ownership of assets; insurance; intellectual property and licenses; accuracy of disclosure; employment matters and absence of labor disputes; identification of subsidiaries; solvency; indebtedness; deposit accounts and securities accounts; parent as holding company; acquisition documents; collateral matters; material agreements; Patriot Act; OFAC and FCPA compliance; and government contracts.

Conditions Precedent Subject to the Certain Funds Provision, the borrowings under the Term Facility on the Closing Date will be subject solely to the applicable

to Borrowing:	conditions precedent set forth in Exhibit C to the Commitment Letter.
Covenants :	Limited to the following (with customary qualifications and mutually agreeable exceptions (including, without limitation, permitted business acquisitions and the ability to incur additional debt in connection therewith) to negative covenants):

(a) Reporting Covenants - Delivery of annual unqualified audited financial statements, budgets and forecasts; quarterly and monthly unaudited financial statements; quarterly compliance certificates; quarterly management discussion and analysis with financial statements; and customary notifications, including, without limitation, notice of any default.

(b) Affirmative Covenants - Maintenance of existence, property, insurance and material intellectual property; compliance with laws; regulatory matters; environmental; disclosure updates and customary notifications; formation of subsidiaries; conduct of business; payment of taxes and other obligations; books and records; inspection and audit rights; lender calls; lender meetings; use of proceeds; margin regulations; deposit accounts; additional guarantors and collateral; cash management; employee benefits; compliance with ERISA; and further assurances.

(c) Negative Covenants - Restrictions on indebtedness; liens; mergers, consolidations and acquisitions; disposal of assets; engaging in business other than current business and those reasonably related thereto; fundamental changes; amendments; change of control; investments; redemptions (including stock purchases), dividends, and payments on junior capital (including an absolute prohibition on all payments of fixed cash dividends in respect of "qualified preferred" stock); affiliate transactions; use of proceeds; Parent as holding company; covenants limiting dividends or loans made from subsidiaries to the Borrower or on the ability of the Borrower or any subsidiary to grant liens; sale/leaseback transactions; limitation on issuance of equity interests (subject to the SPAC structure); speculative hedging; amendments to organizational documents and material agreements; restrictive agreements; change in fiscal year or accounting practices; and operating leases.

(d) Financial Covenant - Maintenance of a maximum total leverage ratio (total debt/EBITDA) (with levels and definitions to be determined (including the ability to make such calculation net of an amount to be agreed of (i) unrestricted cash and cash equivalents and (ii) cash and cash equivalents restricted in favor of the Agent) and adjustments to be made to give pro forma

effect to the Acquisition).

Board Observation Rights : GSO will have the right to elect one observer (the " ***Observer*** ") to the Company's Board of Directors. The Observer will be entitled to attend all Board of Directors meetings and receive all materials distributed to the Board of Directors, but shall have no voting rights.

Events of Default : Limited to the following (with customary notice and cure periods): payment default; breach of representations in any material respect; breach of covenants and non-performance of obligations; cross-default to material indebtedness; cross-default to the Revolving Credit Facility; cross-acceleration to other material debt; bankruptcy or insolvency; any restraint against the conduct of all or a material portion of business affairs; ERISA; material judgments; change in control; termination or invalidity of guaranty or security documents; impairment of security; employee benefits; actual or asserted invalidity or unenforceability of any Term Facility Documentation or liens securing obligations under any Term Facility Documentation; and defaults under other loan documents.

Voting : Amendments and waivers of the Term Facility Documentation will require the approval of Term Lenders holding more than 50% of the aggregate principal amount of the loans under the Term Facility (the " ***Required Term Lenders*** "), except that (a) the consent of each Term Lender directly affected thereby shall be required with respect to (i) reductions of principal, interest or fees (but not a waiver of the default rate), (ii) extensions of final scheduled maturity or the due date of any scheduled interest or fee payment and (iii) changes in voting thresholds and (b) the consent of 100% of all affected Term Lenders shall be required with respect to releases of all or substantially all Guarantors or all or substantially all of the Collateral (other than in connection with permitted asset sales). The Term Facility Documentation will contain customary protections for the Term Facility Administrative Agent and the ability of the Term Lenders to remove the Term Facility Administrative Agent.

Modifications to provisions requiring pro rata payments or sharing of payments shall only require approval of the Term Lenders and non-pro rata distributions will be permitted in connection with "amend and extend" transactions as permitted by the Term Facility Documentation.

In addition, if the Term Facility Administrative Agent and the Borrower shall have jointly identified an obvious error or any error or omission of a technical nature in the Term Facility Documentation, then the Term Facility Administrative Agent and the Borrower shall be permitted to

amend such provision without any further action or consent of any other party.

Cost and Yield Protection : The Term Facility Documentation shall contain customary provisions (a) protecting the Term Lenders against increased costs or loss of yield resulting from changes in reserve, capital adequacy and other requirements of law and from the imposition of or changes in certain withholding or other taxes (it being understood that the Dodd Frank Wall Street Reform and Consumer Protection Act and Basel III and all regulations, interpretations and directives thereunder shall be deemed to be a change in law if, and only if, it is the Term Lender's general policy or practice to demand compensation in similar circumstances under comparable provisions of other financing agreements) and (b) indemnifying the Term Lenders for "breakage costs" incurred in connection with, among other things, any prepayment of a LIBOR borrowing on a day prior to the last day of an interest period with respect thereto, it being understood that the gross-up obligations shall not apply to U.S. federal withholding taxes imposed by Sections 1471 through 1474 of the Internal Revenue Code as of the Closing Date (and any amended or successor provisions to the extent substantively comparable thereto) and any regulations promulgated thereunder or guidance issued pursuant thereto including any intergovernmental agreements.

Assignments and Participations : The Term Lenders will be permitted to assign (other than to natural persons) Term Loans with the consent of the Borrower (not to be unreasonably withheld or delayed); *provided* that (x) the investment objective or history of any prospective lender or its affiliates shall be a reasonable basis for the Borrower to withhold consent and (y) no consent of the Borrower shall be required if such assignment is made (i) to a Permitted Assignee (defined below) or (ii) after the occurrence and during the continuance of a payment or bankruptcy event of default. The Borrower will be deemed to have consented to any assignment of a Term Loan to which it has not objected within 5 business days after receipt of a request for consent to such assignment. All assignments (other than assignments to another Term Lender or an affiliate or approved fund of a Term Lender) will require the consent of the Term Facility Administrative Agent, not to be unreasonably withheld, conditioned or delayed. Each assignment will be in an amount of an integral multiple of $1.0 million or, if less, all of such Term Lender's remaining loans of the applicable class. Assignments will be by novation. An assignment fee in the amount of $3,500 shall be paid by the respective assignor or assignee to the Term Facility Administrative Agent. Pledges of loans shall be permitted. " ***Permitted Assignee*** " shall mean a proposed assignee who is either (a) an affiliate or approved fund of a Term Lender (including GSO affiliates or funds and accounts managed or sub-advised by GSO), (b) an entity which exists under the

laws of the United States, any state thereof, the District of Columbia or any foreign jurisdiction as: (i) a bank, savings institution, trust company, national banking association, savings and loan association, investment bank, or commercial credit corporation, (ii) an insurance company, (iii) a public employees' pension or retirement system, or any other governmental agency supervising the investment of public funds, or (iv) a pension, pension plan, retirement, or profit-sharing, or commingled trust or fund for which any bank, trust company, national banking association or investment adviser or pension fund advisory firm registered under the Investment Advisers Act of 1940, as amended, is acting as trustee or agent, or (c) a nationally recognized investment fund, investment company, money management firm corporation, limited liability company, limited partnership or general partnership; (d) a certain qualified trust institutions; or (e) an entity substantially similar to any of the foregoing that is regularly engaged in the business of making or owning commercial loans or holding interests therein.

The Term Lenders will be permitted to sell participations in loans and commitments without consent being required, subject to customary limitations. Voting rights of participants shall be limited to matters in respect of (a) reductions of principal, interest or fees, (b) extensions of final maturity or the due date of any amortization, interest or fee payment, (c) releases of the guarantees of all or substantially all Guarantors or all or substantially all of the Collateral, and (d) changes in voting threshold. Participants will have customary rights with respect to yield protection and increased costs.

The Term Facility Documentation will contain customary provisions allowing the Borrower to replace a Term Lender in connection with amendments and waivers requiring the consent of all Term Lenders or of all Term Lenders directly and adversely affected thereby (so long as the Required Term Lenders have approved the amendment or waiver), increased costs, taxes, etc.

Expenses and Indemnification : If the Closing Date occurs, the Borrower shall pay (a) all reasonable and documented out-of-pocket expenses of GSO and the Term Facility Administrative Agent (within 10 business days after a written demand therefor, together with backup documentation supporting such reimbursement request) associated with the preparation, execution, delivery and administration of the Term Facility Documentation and any amendment or waiver with respect thereto (but limited, in the case of legal

fees and expenses, to the reasonable and documented fees, disbursements and other charges of one counsel to GSO and one counsel to the Term Facility Administrative Agent); (b) all reasonable and documented out-of-pocket expenses of the Term Facility Administrative Agent and the Term Lenders, together with backup documentation supporting such reimbursement request (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to the Term Facility Administrative Agent and one counsel to the Term Lenders, and, if necessary, of one local counsel to the Term Facility Administrative Agent and the Term Lenders taken as a whole in any relevant jurisdiction and additional counsel for each group of similarly situated parties in the event of a conflict of interest) in connection with the enforcement of the Term Facility Documentation or protection of rights thereunder; and (c) customary annual fees associated with the administration of the Term Facility by the Term Facility Administrative Agent.

Subject to the SPAC Provision, the Sponsor, the other Investors, you (or any of your or their subsidiaries or affiliates) or the Borrower (or any of its subsidiaries or affiliates) will indemnify and hold harmless the Agent, each Term Lender and their respective affiliates and their partners, directors, officers, employees, agents and advisors from and against all losses, claims, damages, liabilities and expenses arising out of or relating to the Term Facility, the transactions in connection therewith or the Borrower's use of loan proceeds, including, without limitation, reasonable and documented out-of-pocket attorney's fees, expenses and settlement costs. This indemnification shall survive and continue for the benefit of all such persons and entities.

Equity Co-Invest : GSO shall have the option to invest in the common stock of the Parent at a price of $10 per share in an amount to be mutually agreed upon (the " ***Equity Co-Invest*** ").

Governing Law and Forum : New York; provided , that, notwithstanding the governing law provisions of the Term Facility Documentation, it is understood and agreed that (a) the interpretation of the definition of "Material Adverse Effect" (and whether or not a Material Adverse Effect has occurred), (b) the determination of the accuracy of any Specified Acquisition Agreement Representation and whether as a result of any inaccuracy thereof either the Borrower or its applicable affiliate has the right to terminate its obligations under the Acquisition Agreement or to decline to consummate the Acquisition and (c) the determination of whether the Acquisition has been consummated in accordance with the terms of the Acquisition Agreement and, in any case, claims or disputes arising out of any such interpretation or determination or any aspect thereof shall, in each case, be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

Counsel to GSO and Term Lenders : King & Spalding LLP.

Project Legend
$100.0 Million Term Facility
Conditions Precedent [2]

Except as otherwise set forth below, subject in all respects to the Certain Funds Provision, the borrowing under the Term Facility shall be subject to the satisfaction (or waiver by the Commitment Parties) of the following conditions precedent:

1. Except as contemplated by the Acquisition Agreement, since December 31, 2015, no Material Adverse Effect (as defined in the Acquisition Agreement as in effect on the date hereof, as used herein for clarity, a " ***Material Adverse Effect*** ") shall have occurred that would excuse Parent or Newco from their obligation to consummate the Acquisition under the Acquisition Agreement.

2. The Acquisition shall have been consummated, or shall be consummated substantially concurrently with the initial borrowing under the Term Facility in accordance with the Acquisition Agreement. The Acquisition Agreement shall not have been amended or waived, and no consents shall have been given with respect thereto, in any material respect by you or your subsidiaries in a manner materially adverse to the Commitment Parties (in each case, in their capacity as such) without the consent of such Commitment Party (such consent not to be unreasonably withheld, conditioned or delayed based on the interests of such Commitment Party in its capacity as such); *provided* that (a) any amendment, waiver or consent that results in (i) a reduction in the amount of consideration required to consummate the Acquisition shall be deemed not to be materially adverse to the Commitment Parties so long as any such reduction shall be applied (x) first to reduce the amount of the Equity Contribution by up to $40,000,000 and (y) after giving effect to the application of the reduction of the amount of consideration in clause (x) above, as follows: (1) 50% to reduce the Term Facility and (2) 50% to reduce the Equity Contribution (b) the granting of any consent under the Acquisition Agreement that is not materially adverse to the interests of the Commitment Parties shall not otherwise constitute an amendment or waiver and (c) any change to the definition of "Material Adverse Effect" in the Acquisition Agreement shall be deemed materially adverse to the Commitment Parties.

3. The Equity Contribution and the Equity Co-Invest (provided GSO elects to exercise such right) shall have been consummated, or shall be consummated substantially concurrently with the borrowing under the Term Facility, in at least the amount set forth in the Commitment Letter (as such amount may be modified pursuant to paragraph 2 above); provided that if the Company enters into any subscription agreements, backstop agreements, warrant agreements, registration rights agreements, conversion agreements, lock-up agreements, or any other similar agreements respecting the Company's capital structure in connection with the Equity Contribution or the Transactions, such agreements shall be on terms and conditions reasonably satisfactory to GSO; provided further, GSO shall be reasonably satisfied with the final capital structure of the Company on the Closing Date (provided, GSO acknowledges that

[2] All capitalized terms used but not defined herein have the meanings given to them in the Commitment Letter to which this Exhibit is attached, including the other Exhibits thereto. In the event any such capitalized term is subject to multiple and differing definitions, the appropriate meaning thereof in this Exhibit shall be determined by reference to the context in which it is used.

the capital structure of the Company contemplated in the Acquisition Agreement (as in effect on the date hereof) is reasonably satisfactory to GSO). The Refinancing shall have been consummated, or shall be consummated substantially concurrently with the initial borrowing under the Term Facility.

4. The Commitment Parties shall have received (a) audited consolidated balance sheets and related statements of operations, shareholders' equity and cash flows of the Company for the fiscal years ended December 31, 2015 and December 31, 2014, (b) unaudited consolidated balance sheets and related consolidated statements of operations and cash flows of the Company for each subsequent fiscal quarter (other than the fourth fiscal quarter) ended at least 45 days prior to the Closing Date, (c) unaudited consolidated balance sheets and related consolidated statements of operations and cash flows of the Company for the two months ended immediately prior to the Closing Date, and (d) satisfactory projections with respect to the Borrower and its subsidiaries for the period from fiscal year 2016 through fiscal year 2020 (it being acknowledged that the projections delivered to the Commitment Parties on February 23, 2016 are satisfactory).

5. (i) The execution and delivery by the Borrower and each Guarantor of the Term Facility Documentation to which it is a party, which shall be in accordance with the terms of the Commitment Letter, the Term Sheets and the Term Facility Documentation Principles and (ii) delivery to the Commitment Parties of (a) customary legal opinions, (b) customary evidence of authority, (c) customary officer's certificates, (d) good standing certificates (to the extent applicable) in the respective jurisdictions of organization of the Borrower and the Guarantors, (e) customary borrowing requests and (f) a solvency certificate, substantially in the form set forth in Annex I attached to this Exhibit C , from the chief financial officer or chief accounting officer or other officer with equivalent duties of the Parent, in each case, as applicable, in accordance with the Term Facility Documentation Principles (the deliverables set forth in clauses (a) through (f), collectively the " ***Closing Deliverables*** ").

6. All documents and instruments, in each case, as applicable, in accordance with the Term Facility Documentation Principles and subject to the Certain Funds Provision, required to perfect the Term Facility Administrative Agent's security interests in the Collateral shall have been executed and delivered and, if applicable, be in proper form for filing.

7. The Term Facility Administrative Agent shall have received, at least five (5) Business Days prior to the Closing Date, all documentation and other information about the Borrower and the Guarantors required under applicable "know your customer" and anti-money laundering rules and regulations, including the PATRIOT Act, that has been requested in writing at least ten (10) Business Days prior to the Closing Date.

8. You shall have paid (or caused to be paid) all fees and expenses due to the Commitment Parties under the Commitment Letter and Fee Letter and required to be paid on the Closing Date, to the extent invoiced at least three business days prior to the Closing Date (except as otherwise reasonably agreed by the Borrower).

9. The Specified Acquisition Agreement Representations shall be true and correct to the extent required by the Certain Funds Provision and the Specified Representations shall be

true and correct in all material respects (except in the case of any Specified Representation which expressly relates to a given date or period, such representation and warranty shall be true and correct in all material respects as of the respective date or for the respective period, as the case may be); *provided* , that to the extent that any of the Specified Representations are qualified by or subject to a "material adverse effect", "material adverse change" or similar term or qualification, the definition thereof shall be the definition of "Material Adverse Effect" (as defined in the Acquisition Agreement) for purposes of any such representations and warranties made or deemed made on, or as of, the Closing Date (or any date prior thereto).

10. Satisfactory evidence that (i) the ratio of consolidated total debt to pro forma LTM Adjusted EBITDA (as mutually agreed upon) of Borrower and its subsidiaries measured as of the Acquisition Agreement execution date does not exceed 2.5 to 1.0 after giving effect to all Transactions contemplated hereunder and (ii) the Company's LTM Adjusted EBITDA (as mutually agreed upon) for the last twelve months prior to the Closing Date is not less than $40.0 million.

FORM OF SOLVENCY CERTIFICATE

SOLVENCY CERTIFICATE
of
[PARENT]
AND ITS SUBSIDIARIES

Pursuant to the Credit Agreement [3] , the undersigned hereby certifies, solely in such undersigned's capacity as [chief financial officer] [chief accounting officer] [*specify other officer with equivalent duties*] of the Parent, and not individually, as follows:

I am generally familiar with the businesses and assets of the Parent and its Subsidiaries [4] , taken as a whole, and am duly authorized to executed this Solvency Certificate on behalf of the Parent pursuant to the Credit Agreement. As of the date hereof, after giving effect to the consummation of the Transactions, including the making of the Term Loans under the Credit Agreement, on the date hereof, and after giving effect to the application of the proceeds of such Indebtedness:

a. The fair value of the assets of the Parent and its Subsidiaries, on a consolidated basis, exceeds, on a consolidated basis, their debts and liabilities, subordinated, contingent or otherwise;

b. The present fair saleable value of the property of the Parent and its Subsidiaries, on a consolidated basis, is greater than the amount that will be required to pay the probable liability, on a consolidated basis, of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

c. The Parent and its Subsidiaries, on a consolidated basis, are able to pay their debts and liabilities, subordinated, contingent or otherwise, as such liabilities become absolute and matured; and

d. The Parent and its Subsidiaries, on a consolidated basis, are not engaged in, and are not about to engage in, business for which they have unreasonably small capital.

For purposes of this Certificate, the amount of any contingent liability at any time shall be computed as the amount that would reasonably be expected to become an actual and matured liability. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Credit Agreement.

[*Signature Page Follows*]

[3] Credit Agreement to be defined.

[4] "Subsidiaries" to be defined.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in such undersigned's capacity as [chief financial officer] [chief accounting officer] [*specify other officer with equivalent duties*] of the Parent, on behalf of the Parent, and not individually, as of the date first stated above.

[PARENT]

By: _____
Name:
Title: