

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): June 26, 2020 (June 25, 2020)

COVIA HOLDINGS CORPORATION
(Exact name of registrant as specified in charters)

Registrant
Covia Holdings, Inc.
10000 Westpark Drive, Suite 100
Dallas, Texas 75243

ISSUANCE
OF COMMON STOCK

ISSUANCE
OF COMMON STOCK

Registrant's Telephone Number (Including Area Code): (972) 298-7242

File number

File number (SEC file number)

Check the appropriate box below. If the registrant is a smaller reporting company, check the first three boxes. If the registrant is not a smaller reporting company, check the last two boxes.

- (1) Not a smaller reporting company (check one)
- (2) Smaller reporting company (check one)
- (3) Smaller reporting company (check one)
- (4) Smaller reporting company (check one)

Indicate by check mark whether the registrant is a company that is not a public company as defined in Rule 405 of the Securities Act of 1933 or Rule 401 of the Securities Exchange Act of 1934 (i.e., whether the registrant is a "private company").
 Yes No

Article 1(a)
Enacted Form
THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITH THE MEANING OF SECTION 1121 OF THE BANKRUPTCY CODE. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONSIDERS THIS RESTRUCTURING SUPPORT AGREEMENT TRILL AS AN ADOPTION OF FACT OR LIABILITY OR, IN THE STRUCTURING OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedule hereto in accordance with [Article 1\(b\)](#), this "Agreement") is made and entered into as of June 29, 2020 (the "Effective Date") by and among the following parties (each of the following described as such herein is through 100% of their respective ownership):

1. [Covis Holdings Corporation](#), a company incorporated under the Laws of Delaware ("Covis") and certain of its direct and indirect subsidiaries that are or become parties to this Agreement (the Entities to be directly collectively the "Company Parties") and
2. the undersigned holders of Covis Loan Notes that have executed and delivered counterpart signatures pages to this Agreement, a Schedule, or a Transfer Agreement to consent to the Company Parties collectively the "Lenders/Shareholders").

RECITALS

WHEREAS, the Company Parties and the Consenting Shareholders have in good faith and at arm's length negotiated and have approved of certain restructuring transactions with respect to the existing debt of existing equity interests in, and certain other obligations of the Company Parties in the time and from to this Agreement and as specified in the terms thereof, [Article 1\(b\)](#) hereto (the "Restructuring Transactions"), such transactions as described in this Agreement and the Restructuring Term Sheet, the "Restructuring Information");

WHEREAS, the Company Parties stand in compliance with the Restructuring Transactions, including through the commencement by the Debtors of voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced by "[Covis LLC](#)" and "[Covis Holdings Corporation](#)"); and

WHEREAS, the Parties have agreed to enter into certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement.

*Copies of this agreement are available at [www.covisholdings.com](#) and made a part of this Agreement by its reference to them in herein.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agree as follows:

AGREEMENT

Definitions and Interpretation

1.01. **Definitions**. The following terms shall have the following definitions:

- “The Term Loan Credit Facility”** means the set of four groups of letters of Term Loan Credits that is represented by Pool, Water, Power, Hedging and Contingency.
- “Agent”** means any administrative agent, collateral agent, or similar entity under the Term Loan Credit Agreement, including any successors thereto.
- “Agreement”** has the meaning set forth in the preamble to the Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with [Section 1.02](#) (including the Restatement Term Sheet).
- “Assignment Effective Date”** means the date on which the conditions set forth in [Section 1.01](#) have been satisfied or waived by the appropriate Party, or Termination in accordance with the Agreement.
- “Assignment Effective Date”** means, with respect to a Party, the period from the Agreement Effective Date to the Termination Date applicable to that Party.
- “Charitable Bankruptcy Reorganization Proceeding”** means any inquiry, proposal, offer, bid, vote, abstention, or agreement with respect to a sale, disposition, non-revocation investment, restructuring, reorganization, merger, consolidation, acquisition, combination, reformation, 363 liquidation, special dividend, liquidation, asset sale, share redemption, exchange offer, public offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Restructuring Transactions.
- “Bankruptcy Code”** means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended.
- “Bankruptcy Court”** means the United States Bankruptcy Court for the Southern District of Texas (Southern District) presiding over the Chapter 11 Cases or other court having jurisdiction over the Chapter 11 Cases, including in the event of any modification of jurisdiction under 28 U.S.C. 1337, the United States District Court for the Southern District of Texas.
- “Bankruptcy Rules”** means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Federal Code and the general, local, and chamber rules of the Bankruptcy Court.

Business Day means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

Local Official Proceedings has the meaning set forth in [Section 1.11](#).

Local Governmental Authority means any order entered by the Bankruptcy Court in this Chapter 11 Case authorizing the use of cash collateral (whether receipts or funds).

Trustee means Citicorp Venture Partners L.P., an limited liability and investment limited to the Ad Hoc Extra-Lender Group.

Chapter 11 Cases has the meaning set forth in the Agreement.

Code has the meaning ascribed to it in section 1101(1) of the Bankruptcy Code.

Company means Citicorp Group, its direct or indirect subsidiaries, its Corporate Parties, including the Trust Loan Clubs.

Company Parties has the meaning set forth in the Agreement.

Confidentiality Agreement means an executed confidentiality agreement, including with respect to the issuance of a "cleaning letter" or other public disclosure of material non-public information agreement, in connection with any proposed financing transaction.

Confirmation Proceedings has the meaning set forth in [Section 1.10](#).

Confirmation Hearing means the hearing held by the Bankruptcy Court on confirmation of the Plan, pursuant to Bankruptcy Rule 3029(a) and sections 1129 and 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

Confirmation Order means the order entered by the Bankruptcy Court in the Chapter 11 Case confirming the Plan.

Confirmation Proceedings has the meaning set forth in the Agreement.

Trustee means the Company Parties that constitute Chapter 11 Cases.

Trustee Proceedings means the documents listed in [Section 1.11](#).

Trust Documents has the meaning set forth in [Section 1.11](#).

Trustee Agreement means the disclosure document in support of the Plan and any exhibits and schedules thereto, or may be amended or supplemented from time to time in accordance with the terms of the Agreement.

Trustee shall have the meaning set forth in section 101(11) of the Bankruptcy Code.

“Allied Issuance” means, collectively, the shares for any class (except common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profit interest) of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or otherwise be or which are convertible into the shares for any class (except of common stock, preferred stock, limited liability company interests, or other equity, ownership, or profit interests) of any Company Party for each date, whether or not arising under or in connection with any employment agreement and including any “spillover security” (as such term is defined in section 101(30) of the Exchange Act) for Company Party;

“Articles of Incorporation” has the meaning set forth in the Agreement.

“Articles of Organization” has the meaning set forth in the Restatementing Term Sheet.

“Banking Documents” has the meaning set forth in Section 1.11.

“Banking Documents” means the “Term-Sheet” filings that the Company Parties file upon consummation of the Chapter 11 Cases, and any orders related thereto.

“Banking Documents” means any laws, decrees, orders, agreements or instruments entered into or assumed (including as amended) by any Company Party with any Strategic Partner;

“Banking Documents” means provided in this Agreement (initially) in the form attached hereto, or **Exhibit A**;

“Law” means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the European Court);

“NY Documents” has the meaning set forth in Section 1.11.

“Restructuring” has the meaning set forth in the Restatementing Term Sheet.

“New York Documents” has the meaning set forth in Section 1.11.

“New York Documents” has the meaning set forth in Section 1.11.

“New York Documents” has the meaning set forth in the Restatementing Term Sheet.

“New York Documents” has the meaning set forth in Section 1.11.

“New York Documents” means the notes received under loan facilities in respect of the New York Loans pursuant to the New York Loan Documents.

“Party” has the meaning set forth in the Agreement.

“PwC” means PwC, Weiss, Rifkind, Wharton & Garrison LLP, as lead counsel to the All-Blue Team Lender Group.

Transferor's Transferor means each transferee of any Company Class Interest who meets the requirements of [Article 3.11](#).

Transferor Date means the first date any of the Company Parties commences a Chapter 11 Case.

Trust means the trust plan of reorganization, including any addition and withdrawal letters, filed by the Debtors under chapter 11 of the Bankruptcy Code, that establishes the Restructuring Transaction (as may be amended or replaced) to be implemented in accordance with the terms of this Agreement.

Trust Agreement means the agreement of the Effective Date (as defined in the Plan) of the Plan according to terms.

Trust Documents means the completion of documents and forms of documents, agreements, schedules and exhibits to the Plan (in each case, as may be altered, amended, modified, or supplemented from time to time) in accordance with the Agreement and in accordance with the Bankruptcy Code and Bankruptcy Rules to be filed by the Debtors with the Bankruptcy Court.

Trust Interest means interest (including 1/8% or more) owned in the Affiliated Trust (as defined).

Unaffiliated Holders means an entity that (a) holds (or is to hold) out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Class Interests (in each of the definitions, this may also mean proceeds of Company Class Interests), in its capacity as a dealer or market maker in Company Class Interests and (b) is, in fact, regularly in the business of making a market in Class Interests (as such terms are defined in the Affiliated Trust (as defined)).

Unaffiliated Parties means the unaffiliated other parties (including the Sec-Fors and Banker Leases), including any amendments or modifications thereto, entered into by any Company Party as of the Petition Date.

Unaffiliated Trust means the trust or trusts set forth in the Restructuring Trust Documents.

Unaffiliated Trust Interests means, as of the relevant date, Company Securities held by or for 50.01% of the aggregate outstanding principal amount of approximately \$1,519 billion Term Loans that are held by Unaffiliated Trust Interests.

Unaffiliated Trust Parties means the trustees and documented fund and request, subject to the terms of any applicable engagement letter or retainer letter in the case may be.

Unaffiliated Trust Parties has the meaning set forth in this Agreement and attached hereto or [Exhibit A](#).

Unaffiliated Trust Parties has the meaning set forth in the records in this Agreement.

Rule means Rule 101(a)(1), (2), (3), and (7) of the Securities Act.

Special Day means the "special day" placeholder that the Company Parties file in the Chapter 11 Case, and any orders related thereto.

Successor means the Successor Act of 1933, as amended.

Trust has the meaning as set in [Section 414](#).

Trustee means all calculation materials in respect of the Plan.

Trustee Documents means the governance and/or trustee powers when the Company Parties have entered into or will enter into or around the Petition Date letters of intent regarding the terms and conditions of such governance arrangements.

Trust Law means laws outstanding under the Trust Law Credit Agreement.

Trust Law Obligations means any claim or account of, owing under, derived from, or based upon the Trust Law Documents, including claims for all principal amounts outstanding, interest, fees, expenses, costs, and other charges arising [hereunder](#) or [thereunder](#).

Trust Law Obligations means that certain Credit and Guaranty Agreements dated June 9, 2015, by and among Credit or Guaranty certain subsidiaries of C-10, its guarantors, Bank of Montreal PLC and BNP Paribas Securities Corp, as the lead arranger and joint bookrunner, Barclays Bank PLC, as administrative agent and collateral agent, KDB Asset Capital USA LLC, KDB Bank USA, National Association, KDB Bank N.V. and PNC Bank, National Association, as participation agents, National Western Association and North Edge Bank, N.A., as co-administrative agents and Citizens Bank, N.A., as arranger agent or may be amended, revised, amended and restated, supplemented, or other otherwise modified from time to time.

Trust Law Documents means collectively, the Trust Law Credit Agreement and all instruments, security agreements, collateral agreements, guaranty agreements, intercreditor agreements, pledges, and other documents with respect to the Trust Law.

Trust Law Obligations means the date on which termination of this Agreement as to a Party is effective in accordance with [Section 1.10](#), [1.11](#), [1.12](#) or [1.13](#).

Trustee means to sell, lease, mortgage, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise dispose of or directly or indirectly (including through derivative, options, swaps, pledges, forward sales or other transactions).

Trustee Agreement means an executed form of the trustee agreement provided, among other things, that a trustee is bound by the terms of this Agreement and substantially in the form attached hereto as [Exhibit](#).

1.02. **Interpretation.** For purposes of this Agreement:

001 in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

002 capitalised terms defined only in the plural or singular form shall nevertheless have their defined meanings when used in the opposite form;

003 when otherwise specified, any reference herein to a contract, lease, instrument, scheme, submission, or other agreement or document being in a particular form or in particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

004 when otherwise specified, any reference herein to a contract, lease, instrument, scheme, submission, or other agreement or document being in a particular form or in particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

005 when otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, revised, supplemented, or otherwise modified from time to time, provided that any reference herein shall be deemed to refer to the original or to the agreement, and defined with reference to such other agreement or the date of this Agreement, without giving effect to any amendments or other later agreements or modifications to such agreement, with the exception of any such later agreement covering the same subject;

006 when otherwise specified, all references herein to "Sections" are references to Sections of this Agreement;

007 the words "herein", "hereof", and "herein" refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

008 captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

009 references to "including", "inclusive", "and/or" shall also include "exclusive" and/or "or" as applicable, as such terms are defined under the applicable limited liability company Law;

010 the use of "include" or "including" is without limitation, whether stated or not; and

011 the phrase "consent to the Consuming Stakeholders" refers in this Agreement to such consent specified in Section 16.19 other than consent to the Company Parties.

Effectiveness of this Agreement. This Agreement shall become effective and binding upon each of the Parties at 12:00 a.m., preceding Eastern Time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:

001 each of the Company Parties shall have executed and delivered counterpart signature pages of this Agreement to consent to each of the Parties;

Section 4. Affirmations. The Restructuring Transaction shall be implemented in accordance with the Milestones set forth in the Restructuring Terms Sheet, each of which shall be subject to execution by mutual agreement between the Company Parties and the Required Consenting Stakeholders.

Consentances of the Consenting Stakeholders

- 4.01 **Consentances of the Consenting Stakeholders**
- 4.02 During the Agreement Effective Period, each Consenting Stakeholder agrees, in respect of all of its Company Charterholders, to:
- (a) support the Restructuring Transaction and act in good faith and take all commercially reasonable actions necessary to implement and consummate the Restructuring Transaction in accordance with the terms, conditions, and applicable law and law in this Agreement and the Plan, as applicable;
 - (b) use commercially reasonable efforts to assist the Company Parties to execute any party or person from taking any action contemplated in [Section 4.01\(b\)\(i\)](#) and
 - (c) execute in good faith and use commercially reasonable efforts to execute and implement the Declarative Documents and any other required agreements to effectuate and consummate the Restructuring Transaction as contemplated by the Agreement and the Plan to which it is required to be a party.
- 4.03 During the Agreement Effective Period, each Consenting Stakeholder agrees, in respect of all of its Company Charterholders, that it shall not directly or indirectly:
- (a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transaction;
 - (b) propose, file, support, or vote for any Alternative Restructuring Proposal, regardless of timing, that notwithstanding any provision to contrary herein, the Consenting Stakeholders have the right to continue to align, amend, negotiate, and agree to an Alternative Restructuring Proposal with Shareholders within 90 (ninety) days after the Public Date;
 - (c) file any action, pleading, or other document with the Bankruptcy Court or any other court (including any modification or amendment thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan;
 - (d) attempt or have attempted or be liable, with, liable or proceeding of any kind with respect to the Chapter 11 Case, this Agreement, or the other Restructuring Transaction contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement or any Declarative Documents or as otherwise permitted under this Agreement;
 - (e) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any Company Charterholders;

(12) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or interfere with the automatic stay arising under section 542 of the Bankruptcy Code, or

(13) object to the Company Parties' (i) retention of any professionals in connection with the Restructuring Transactions, if applicable, and (ii) payment of the reasonably and documented fees and expenses incurred by such professionals in connection with the Restructuring Transactions, provided that such fees and expenses are incurred pursuant to and in accordance with the terms of the engagement letters between such professionals and the Company Parties.

5.02. Commitments with Respect to Chapter 11 Cases

(14) During the Agreement Effective Period, each Consenting Stakeholder that is entitled to vote to accept or reject the Plan pursuant to its votes agrees that it shall, subject to receipt by such Consenting Stakeholder, whether before or after the commencement of the Chapter 11 Case, of the Solicitation Materials:

(a) vote such of its Company Classifications to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(b) use commercially reasonable efforts to cooperate with and assist the Company Parties in obtaining additional support for the Restructuring Transactions from the Company Parties' other stakeholders;

(c) to the extent it is permitted to object whether to opt out of the releases set forth in the Plan, object not to opt out of the releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such objection;

(d) use any commercially reasonable efforts to give, subject to applicable Law, any notice, order, instruction, or direction to the applicable Agents necessary to give effect to the Restructuring Transactions; and

(e) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (i) and (ii) above unless a Termination Date has occurred.

(15) During the Agreement Effective Period, each Consenting Stakeholder, in respect of such of its Company Classifications, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any trustee or other (pledging or discount) Party to the Bankruptcy Case that is consistent with this Agreement and the Plan.

Additional Provisions Regarding the Consenting Stakeholders' Commitments

* Notwithstanding anything contained in this Agreement, nothing in this Agreement shall be construed to prohibit any Consenting Stakeholder from commencing whether any matter, suit, or

being a result of, or in connection with, this Agreement or the Definitive Documentation, or exercising its rights or remedies specifically reserved herein or in the Definitive Documentation. (b) be continued to provide or limit any Continuing Indemnification from operations on a going concern basis as set forth in the Chapter 11 Plan, or to take any action the Agreement Effective Date until the occurrence of the Transaction Date, such approvals and the business judgment in connection therewith are not inconsistent with this Agreement, are not prohibited by this Agreement and are not for the purpose of hindering, delaying or preventing the consummation of the Restructuring Transaction, or to affect the ability of any Continuing Indemnification to comply with any other Continuing Indemnification, the Company Parties, or any other party to proceed in the Chapter 11 case (including any official committees and the United States Trustee).

Consent of the Company Parties

- 7.61 **Administrative Committee.** Except as set forth in Section 7.62, during the Agreement Effective Period, the Company Parties agree to:
 - (a) support and take all such reasonably necessary and desirable to consummate the Restructuring Transaction in accordance with this Agreement;
 - (b) to obtain any legal or structural impediment advice that would prevent, hinder, or delay, the consummation of the Restructuring Transaction contemplated herein, take all steps reasonably necessary and desirable to address any such impediment;
 - (c) support and seek approval of the Release;
 - (d) use commercially reasonable efforts to obtain any and all required governmental, regulatory and/or third party approvals for the Restructuring Transaction;
 - (e) promptly pay all Restructuring Expenses of the Ad Hoc Tort Litigation Group, in each case for which an invoice has been received by the Company Parties;
 - (f) inform counsel to the Company Parties of any material developments in the proceedings, or delays in receipt of any consents of any other Company Parties, has actual knowledge which occurrence or failure would be likely to result in, or has caused or resulted in (A) any representation or warranty of the Company Parties contained in this Agreement to be false in any material respect; (B) any violation of any Company Parties contained in this Agreement and to be notified in any material respect; and (C) any applicable condition or covenant contained in the Plan or this Agreement, not to occur or become unenforceable in whole, in any material respect, or to be breached in any material respect; and (g) promptly provide the Company Parties with all such information and documents as may be requested by the Company Parties, or any other party, in connection with the Restructuring Transaction, or to provide any written notice of any proceeding (including any insolvency proceeding) commenced in, or in the actual knowledge of the Company Parties, that would affect the Company, relating to or involving or otherwise affecting, in any material respect the Restructuring Transaction, and (i) any matter or circumstance which is likely to be a material impediment to the implementation or consummation of the Restructuring Transaction.

(5) provide to the Co-sponsoring Subholders, the Ad Hoc Term Loan Group, Paul, Weiss and Consumer (i) reasonable access during normal business hours to the books, records, and facilities of the Company Parties; (ii) reasonable access to the management of such entities in the Company Parties for the purpose of conducting the Company Parties' business and operations and participating in the planning process with respect to the Restructuring Transactions; (iii) limited access regarding the Restructuring Transactions, including any material developments or any material negotiations with parties an interest; (iv) copies of all financial statements and documents submitted to the Company Parties, including any correspondence from any governmental authority, banking, insurance, regulatory, or regulatory body; and (v) any other reasonably information related to the Restructuring Transactions reasonably requested by the Co-sponsoring Subholders in writing to a reasonable effort.

(6) to the extent practicable, object to any action filed with the Bankruptcy Court by any person (i) seeking the entry of an order terminating the Debtor's exclusive right to file and/or without acceptance of a plan of reorganization or (ii) seeking the entry of an order terminating, amending, or modifying the automatic stay (as set forth in section 362 of the Bankruptcy Code) with regard to any material asset that, in the event such relief was granted, would have an adverse effect on the consummation of the Restructuring Transactions.

(7) use its commercially reasonable efforts to (i) operate the business of the Company Parties in the ordinary course and in a manner consistent with past practices and the Agreement and (ii) preserve its material relationships with customers, suppliers, licensors, licensees, distributors, and other third parties material business dealings with the Company Parties, in each case, taking into account the effect of filing for Chapter 11 and the Company Parties' state of affairs on operations.

(8) negotiate in good faith and use commercially reasonable efforts to execute and deliver the Debtors' Documents and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement.

(9) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders to the extent reasonably practicable and

(10) to the extent practicable, provide to Paul, Weiss such copies of all Debtors' Documents and any other documents that the Company Parties intend to file with the Bankruptcy Court that may affect the Co-sponsoring Subholders or have an effect on the ability of the Company Parties to file or consummate such documents and shall, without limiting its approval rights set forth in this Agreement, consult in good faith with Paul, Weiss regarding the form and substance of such proposed filing with the Bankruptcy Court.

(11) ~~Subject to the terms and conditions of the Agreement, the Company Parties shall not directly or indirectly~~ Except as set forth in ~~Section 10.1~~ ~~Section 10.1~~ of the Agreement (including the Agreement's Exhibits and Annexes), each of the Company Parties shall not directly or indirectly affect its ability, directly or indirectly, to enter into any other action in connection with accepting, implementing, or consummating the Restructuring Transactions.

of the Plan. (b) No any action that is inconsistent in any material respect with, or is intended to frustrate or impede approval, implementation and consummation of the Restructuring Transaction described in, this Agreement

(c) Do any thing that would result in any order and/or fail to comply with any order issued with the Bankruptcy Court by any person seeking the entry of an order (i) directing the appointment of a trustee or a receiver, (ii) concerning the Chapter 11 Case or other matter subject to 7 of the Bankruptcy Code, (iii) concerning the Chapter 11 Case, or (iv) be filed that (A) is inconsistent with this Agreement in any material respect or (B) would reasonably be expected to frustrate the purposes of this Agreement.

(d) With to its power (including as amended or as supplemented, written, or any other instrument or agreement) or otherwise, or any assigned basis or proprietary interest with a Strategic Partner, without (A) consulting in good faith with the Required Consenting Shareholders, and (B) obtaining the necessary approval of the Required Consenting Shareholders, to agree to or execute any agreement or arrangement that would, in any material respect, (i) modify the terms of the Restructuring Transaction, (ii) amend, supplement, or otherwise modify or supplement any material (1) defined compensation, benefits, or other employment agreement, or (2) any contract, arrangement, or commitment that would any current or former Director, officer, employee, manager, or agent or subcontractor from the Company, in each case, without the prior written consent of the Required Consenting Shareholders.

(e) With to its power (including as amended or as supplemented or as supplemented, written, or any other instrument or agreement) or otherwise, or any assigned basis or proprietary interest, including the Related Parties but excluding the Company and Related Parties, without the prior written consent of the Required Consenting Shareholders, with such consent not to be unreasonably withheld.

(f) Except the ordinary course of business consistent with past practice, under any or amend, adopt, modify, supplement, or otherwise modify or supplement any material (1) defined compensation, benefits, or other employment agreement, or (2) any contract, arrangement, or commitment that would any current or former Director, officer, employee, manager, or agent or subcontractor from the Company, in each case, without the prior written consent of the Required Consenting Shareholders.

(g) Subject to Sections 8.01 and Section 8.02 of this Agreement, directly or indirectly propose, file, support, vote for, consent to, encourage, or take any other action in furtherance of the negotiation or consummation of any financial restructuring transaction.

(h) Enter into any settlement over \$1 million regarding any Claims against or between in any Company Party without the prior written consent of the Required Consenting Shareholders, with such consent not to be unreasonably withheld.

(i) Modify the Plan, in whole or in part, in a manner that is not consistent with this Agreement, without the prior written consent of the Required Consenting Shareholders, or

(j) File any motion, pleading, or Dispositive Documents with the Bankruptcy Court or any other court (including any modifications or amendments thereto) that, in whole or in part, is not materially consistent with this Agreement or the Plan.

Additional Provisions Regarding Company Parties' Commitments

8.01 Notwithstanding anything to the contrary in this Agreement (including in this Agreement that requires a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, after consulting with counsel, to file any action or to refrain from taking any action with respect to the Restructuring Transaction) to the extent filing or failing to take such action would be inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction permitted to the **Special Committee** shall not be deemed to constitute a breach of this Agreement.

8.02 Notwithstanding anything to the contrary in this Agreement (that relates to **Section 8.01**), each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (a) consider, respond to, and disclose, Alternative Restructuring Proposals received by any Company Party; (b) provide access to non-public information concerning any Company Party to any Party or other non-Confidentiality Agreement or non-disclosure agreements with any Party; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any regulatory process, discussion, or consultation of Alternative Restructuring Proposals; and (e) enter into or execute any agreement or arrangement with holders of claims against or claims against a Company Party (including any Company Parties) that are not in violation of the Rights of the Holders of Claims (including any financial institutions and United States Courts) to the extent that (i) the Alternative Restructuring Transaction or Alternative Restructuring Proposal, Subject to **Section 8.03**, if any Company Party receives in writing or oral proposal or expression of interest regarding any Alternative Restructuring Proposal, within ten (10) Business Days of the Company Party shall notify (in a timely manner) the Special Committee of any such proposal or expression of interest, with such notice to include a copy of such proposal, if it is a writing, or otherwise provide a summary of the material terms thereof. If the board of directors (or similar governing body) of any Company Party determines, in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal, such Company Party shall notify the Special Committee within ten (10) Business Days of such determination.

8.03 Nothing in this Agreement shall (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transaction; or (b) prevent any Company Party from enforcing this Agreement's existing transfer or control, sale, or filing a bankruptcy or liquidation with this Agreement.

Transfer of Interests and Securities

9.01 During the Agreement Effective Period, no Controlling Stakeholder shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Securities Exchange Act of 1934, as amended) in any Company Class (includes to any affiliated or affiliated party, including any party to which it has sold or offers to sell or makes beneficial interest, unless:

9.02 In the case of any Company Class (includes, the beneficial interest in either (1) a qualified institutional buyer as defined in Rule 144A of the Securities Act, (2) a non-U.S.

enforceable against it in accordance with its terms, except an enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

80. except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required, other than any consent or approval obtained prior to, or contemporaneously with, the Agreement (Other than, by any other person or entity in order for it to effectuate the Restructuring Transactions contemplated by, and parties to respective obligations under, the Agreement.

81. the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents.

82. except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and parties to respective obligations under, the Agreement, and

83. except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to the Agreement.

84. except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to the Agreement.

85. **Termination Events**

86. **Termination by the Required Consenting Stakeholders** This Agreement may be terminated by the Required Consenting Stakeholders by the delivery to the Company Parties of a prior written notice in accordance with [Article 11.1](#) and [Article 11.2](#) of the Plan, and such other terms and conditions as may be set forth in the Plan.

87. the breach in any material respect by a Company Party of any of the representations, warranties, obligations, or covenants of the Company Parties set forth in this Agreement that (i) is adverse to the Consenting Stakeholders holding securities pursuant to the provisions and (ii) is caused in respect of the (i) Business Days after the Required Consenting Stakeholders received a written notice to the Company Parties in accordance with [Article 11.1](#) and [Article 11.2](#) of the Plan.

88. the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) requires the consummation of a material portion of the Restructuring Transactions and (ii) imposes an effect on the (i) Business Days after the Required Consenting Stakeholders received a written notice to the Company Parties in accordance with [Article 11.1](#) and [Article 11.2](#) of the Plan or that (ii) imposes an effect on the (i) Business Days after the Required Consenting Stakeholders received a written notice to the Company Parties in accordance with [Article 11.1](#) and [Article 11.2](#) of the Plan.

89. the Bankruptcy Court enters an order denying confirmation of the Plan and such order remains in effect for five (5) Business Days after entry of such order.

- 12.01 the entity of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party, making an order (without the prior written consent of the Required Consenting Subsidiaries, not to be unreasonably withheld); (2) commencing an action in any of the Chapter 11 Courts of a Company Party or a non-United States court; (3) appointing an examiner with expanded powers beyond those set forth in sections 1104(a)(3) and 1104 of the Bankruptcy Code or a trustee in lieu of or in place of the Chapter 11 Trustee of a Company Party; or (4) rejecting this Agreement.
- 12.02 the failure to make a distribution, which has not been waived or extended in a manner consistent with this Agreement, unless such failure is the result of any act, omission, or delay on the part of the Restructuring Consenting Subsidiaries in violation of its obligations under this Agreement.
- 12.03 the occurrence of an event of default that is not otherwise waived or cured under any Cash Collateral Document and/or DIP Document, as applicable;
- 12.04 any Company Party (i) files, amends, or withdraws, or files a pleading seeking approval of, any Debtors' Document or voluntarily to amend or modify any Debtors' Document, in a manner inconsistent with, or that constitutes a breach of, this Agreement without the prior written consent of the Required Consenting Subsidiaries, (ii) withdraws the Plan without the prior written consent of the Required Consenting Subsidiaries, or (iii) publicly announces its intention to do any such act listed in the foregoing clause(s) and/or;
- 12.05 the Company Party (i) withdraws the Plan, (ii) makes a public announcement that it intends to accept an Alternative Restructuring Proposal or withdraw the Plan or (iii) enters into a definitive agreement with respect to an Alternative Restructuring Proposal;
- 12.06 the Bankruptcy Court grants relief that is inconsistent with this Agreement or the Plan that is materially adverse to the Consenting Subsidiaries, unless the Company Parties have sought a stay of such relief within ten (10) Business Days after the date such relief has been granted, and such order is rescinded, amended, or vacated within ten (10) Business Days after the date such relief has been granted; or
- 12.07 the Required Consenting Subsidiaries agree to an Alternative Restructuring Proposal with Subclass consistent with Section 5.01(b)(1).
- 12.08 **Continuing Power Transactions**. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with **Section 5.01** hereof upon the occurrence of any of the following events:
- 12.09 the breach in any material aspect of any provision set forth in this Agreement by one or more of the Consenting Subsidiaries holding an amount of Term Loan C/Class that would result in non-Consenting Consenting Subsidiaries holding less than ten percent (10%) of the aggregate outstanding principal amount of Term Loans that remains unsecured for a period of 180 Business Days after the receipt by the Consenting Subsidiaries of such breach;
- 12.10 the board of directors, board of managers, or such similar governing body of any Company Party determines, subject to **Section 5.01** and **Section 5.02** of this Agreement, after

equipment to the definition of Required Computing Hardware shall require the prior written consent of each applicable Computing Stakeholder that is a member of the Ad Hoc Term Leader Group; and (iii) any waiver, modification, amendment or replacement to this Section 14 shall require the prior written consent of each Party. Any consent required to be provided pursuant to this Section 14 may be delivered by email from consent. Any proposed modification, amendment, waiver or replacement that does not comply with the **process** shall be null and void.

14. The release by one Party of a breach of any provision of this Agreement shall not operate to be construed as a failure or continuing breach of such breach to be a breach of any other substantial breach. No failure on the part of any Party to exercise, and not due to inactivity, any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement. No shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy, or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

Survival

Notwithstanding the termination of this Agreement pursuant to Section 12, the agreements and obligations of the Parties set forth in the following Sections: Section 1, Section 12.05, Section 15, and Section 16 shall survive and in any such Section shall survive such termination and shall continue in full force and effect for the benefit of the Computing Stakeholders in accordance with the terms hereof provided that such liability of a Party to the **Stakeholders**.

16.01. **Assignment/Transfer** Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of Section 11(c) of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities laws, provisions of the Bankruptcy Code, and all other applicable laws.

16.02. **Exhibits Incorporated by Reference/Carriage** Each of the exhibits, annex, signature pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules hereto) shall govern.

16.03. **Carriage/Assignment** Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Reorganization Transactions, as applicable.

16.04 **Counter Agreement.** Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, unless otherwise specifically stated.

16.05 **GOVERNING LAW, JURISDICTION, VENUE, SELECTION OF FORUM, THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN WHOLE OR IN PART, WHETHER IN WRITING OR NOT, BETWEEN TWO OR MORE PERSONS OR ENTITIES. Each Party hereby agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, in the court provided in the Arbitration Clause, and which it commences with claims arising under this Agreement, and to accept jurisdiction in the exclusive jurisdiction of the Arbitration Clause. It is further agreed that any action or proceeding in the Arbitration Clause shall be a matter for arbitration and the Arbitration Clause is an enforcement clause and does not have jurisdiction over any Party herein.**

16.06 **ENTIRETY OF AGREEMENT. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS COMPLETED HEREBY.**

16.07 **Integration/Amendment.** This Agreement may be executed and delivered in any number of counterparts and by use of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

16.08 **Entire Agreement.** This Agreement is the product of negotiations among the Company Parties and the Counterparty Schedules, and in the reflection or incorporation hereof, it is to be incorporated as a stated contract and all provisions hereof shall be incorporated in or against any Party by virtue of that Party having entered or agreed to be bound by this Agreement, or any portion hereof, shall not be effective in regard to the incorporation hereof. The Company Parties and the Counterparty Schedules were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

16.09 **Assignment and Release. Third Parties.** This Agreement is intended to bind and serve in the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and the rights and obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

16.10 **Notices hereunder shall be deemed given if in writing and delivered by electronic means, email to the following addresses or at such other address as shall be specified by the parties:**

34 If a Company Party, to
Cruz Holdings Corporation
100 West Park Drive, Suite 100
Baltimore, MD 21201
Attention: Charles P. Rowland, IV, Chief Legal Officer and Secretary
E-mail: charles@rowlandcpa.com

with copies to
Kirkland & Ellis LLP
200 West Lakeside Street
Chicago, IL 60604
Attention: Benjamin M. Ehrlich, Scott J. Vail
E-mail: benjamin.ehrlich@kirkland.com; scott.vail@kirkland.com

and
Kirkland & Ellis LLP
801 Lexington Avenue
New York, NY 10017
Attention: Jonathan V. Hines, P.C.
E-mail: jvhines@kirkland.com

35 If a Consenting Stakeholder, to
Paul, Ryan, Mahoney, Wharton & Garrison LLP
200 Avenue of the Americas
New York, NY 10018
John Ryan & Associates, Andrew M. Parker, Susan A. Mitchell
E-mail: andrew@parker.com; susan@parker.com

36.11 **Independent Due Diligence and Discovery Waiver.** Each Consenting Stakeholder hereby certifies that its decision to execute this Agreement has been based upon its independent investigation of the operations, business, financial condition and other matters, and property of the Company Parties.

36.12 **Waiver of Remedies.** Each of the Parties to the extent permissible within any applicable law, waives the exercise of arbitration rights under this Agreement in subject to the automatic stay provisions of the Bankruptcy Code, and any remedies and claims available to the prospective transferees of the automatic stay provisions of the Bankruptcy Code for purposes of exercising arbitration rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

36.13 **Priority.** If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights.

Payment to Federal Rules of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiation relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment obligations to which it may give rise to enforce under this Agreement.

16.14. **Waiver of Remedies.** It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and equitable or other equitable relief (including the setting of the bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

16.15. **Entire Agreement.** Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement set, in all respects, revised and set apart and effect of essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

16.16. **Survivability and Continuation.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect of essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

16.17. **Assignment/Assignment.** All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof of Law or in equity shall be considered and not otherwise, and the exercise of any right, power, or remedy shall not be prohibited by the introduction or later exercise of any other such right, power, or remedy by such Party.

16.18. **Assignment/Assignment/Assignment.** Each Company, including the natural state, this agreement or successor of all Company's future business that holds directly or through subsidiaries accounts for a manager or advisor and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company's business.

16.19. **Entire Agreement.** When a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement pursuant to Section 1.12, Section 1.13, or otherwise, including a written approval by the Company and/or the Board of Company's Stakeholders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between and among the Parties following the receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such consent or otherwise representation or warranty of any kind on behalf of each consent.

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

[Signature Page Follows]

| Supplemental | |
|--------------|--|
| Question | The Respondent represented to the Trust that the Respondent was the sole owner of the Respondent Trust and that the Respondent was the sole owner of the Respondent Trust and that the Respondent was the sole owner of the Respondent Trust and that the Respondent was the sole owner of the Respondent Trust. |
| Answer | The Respondent will continue to be the sole owner of the Respondent Trust and that the Respondent was the sole owner of the Respondent Trust and that the Respondent was the sole owner of the Respondent Trust and that the Respondent was the sole owner of the Respondent Trust. |

The Respondent represents to the Trust that the Respondent was the sole owner of the Respondent Trust and that the Respondent was the sole owner of the Respondent Trust and that the Respondent was the sole owner of the Respondent Trust and that the Respondent was the sole owner of the Respondent Trust.

| | |
|----------------------------|--|
| Revisions | None. The Agreement will include customary confidentiality, third notice, Company property, non-competition, employee introduction fees, and non-disparagement provisions. |
| Comments | |
| Request Revisions Proposed | <p>Confidentiality: None</p> <p>Third-Party Notice: None</p> <p>Company Property: None</p> <p>Non-Competition: None</p> <p>Employee Introduction Fees: None</p> <p>Non-Disparagement: None</p> |
| Notes | <p>Confidentiality: The Company will reimburse the Executive for costs and expenses (including reasonable attorney's fees) for claims based on events occurring within 120 days after the Executive's last day of employment, provided that the Executive has not been convicted of a crime.</p> <p>Third-Party Notice: The Company will reimburse the Executive for costs and expenses (including reasonable attorney's fees) for claims based on events occurring within 120 days after the Executive's last day of employment, provided that the Executive has not been convicted of a crime.</p> <p>Company Property: The Company will reimburse the Executive for costs and expenses (including reasonable attorney's fees) for claims based on events occurring within 120 days after the Executive's last day of employment, provided that the Executive has not been convicted of a crime.</p> <p>Non-Competition: The Company will reimburse the Executive for costs and expenses (including reasonable attorney's fees) for claims based on events occurring within 120 days after the Executive's last day of employment, provided that the Executive has not been convicted of a crime.</p> <p>Employee Introduction Fees: The Company will reimburse the Executive for costs and expenses (including reasonable attorney's fees) for claims based on events occurring within 120 days after the Executive's last day of employment, provided that the Executive has not been convicted of a crime.</p> <p>Non-Disparagement: The Company will reimburse the Executive for costs and expenses (including reasonable attorney's fees) for claims based on events occurring within 120 days after the Executive's last day of employment, provided that the Executive has not been convicted of a crime.</p> |
| Final Documentation | The final documentation created for the Agreement will not contain any material omissions, misstatements or additional obligations that are not set forth herein. |

EXHIBIT A

| Item | Item Value | Single Rate Percentage | Multiple Rate | Single % Credit Reference Rate | Multiple Reference Rate | Multiple Reference Rate |
|---------|------------|------------------------|---------------|--------------------------------|-------------------------|-------------------------|
| Item 1 | 1000000 | 10% | 100000 | 10% | 100000 | 100000 |
| Item 2 | 2000000 | 15% | 300000 | 15% | 300000 | 300000 |
| Item 3 | 3000000 | 20% | 600000 | 20% | 600000 | 600000 |
| Item 4 | 4000000 | 25% | 1000000 | 25% | 1000000 | 1000000 |
| Item 5 | 5000000 | 30% | 1500000 | 30% | 1500000 | 1500000 |
| Item 6 | 6000000 | 35% | 2100000 | 35% | 2100000 | 2100000 |
| Item 7 | 7000000 | 40% | 2800000 | 40% | 2800000 | 2800000 |
| Item 8 | 8000000 | 45% | 3600000 | 45% | 3600000 | 3600000 |
| Item 9 | 9000000 | 50% | 4500000 | 50% | 4500000 | 4500000 |
| Item 10 | 10000000 | 55% | 5500000 | 55% | 5500000 | 5500000 |
| Item 11 | 11000000 | 60% | 6600000 | 60% | 6600000 | 6600000 |
| Item 12 | 12000000 | 65% | 7800000 | 65% | 7800000 | 7800000 |
| Item 13 | 13000000 | 70% | 9100000 | 70% | 9100000 | 9100000 |
| Item 14 | 14000000 | 75% | 10500000 | 75% | 10500000 | 10500000 |
| Item 15 | 15000000 | 80% | 12000000 | 80% | 12000000 | 12000000 |
| Item 16 | 16000000 | 85% | 13600000 | 85% | 13600000 | 13600000 |
| Item 17 | 17000000 | 90% | 15300000 | 90% | 15300000 | 15300000 |
| Item 18 | 18000000 | 95% | 17100000 | 95% | 17100000 | 17100000 |
| Item 19 | 19000000 | 100% | 19000000 | 100% | 19000000 | 19000000 |
| Item 20 | 20000000 | 100% | 20000000 | 100% | 20000000 | 20000000 |

EXHIBIT A

Provision for Transfer Agreement

The undersigned ("Transferor") hereby acknowledges that it has read and understands the aforementioned Request Agreement, dated as of June 20, 2020 (the "Request Agreement"), and among other things, the Request Agreement and its underlying Transaction Documents and the Company's Bylaws, including [redacted] the authority of the Board of Directors of the Company ("Board") to execute the Request Agreement, and to agree to be bound by the terms and conditions thereof to the extent the Transferor is a member of the Board, and the Transferor ("Transferee") and agree to be bound by the terms and conditions of the Request Agreement and the Company's Bylaws, and the terms of the Request Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Request Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the terms of the Request Agreement of such date was not before the effective date of the Transfer Document herein.

Name: _____
Title: _____
Address: _____
E-mail Address: _____

| Signature (printed name) and Title or Designation (printed name) of | | |
|---|-----------|-------|
| Transferee | Signature | Title |
| _____ | _____ | _____ |

¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Request Agreement.

Exhibit C
Form of Indemnity

The undersigned ("Indemnitor") hereby acknowledges that it has read and understands the aforementioned Indemnity Agreement, dated as of June 29, 2020 (the "Agreement"), by and among Cirrus Holdings Corporation and its subsidiaries (collectively, "Indemnitee") and the Constituting Stockholders, and agrees to be bound by the terms and conditions thereof to the extent the other Parties are hereby bound, and shall be deemed a "Constituting Stockholder" under the terms of the Agreement.

The Indemnitor Party specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date hereof and any further date specified in the Agreement.

Date Executed: _____

Name: _____
Title: _____
Address: _____
E-mail Address: _____

| Signature, Name, Title, Address or Mailing Address of: | | |
|--|------------|------------|
| Signature | Name | Title |
|  | Indemnitor | Indemnitor |

¹ A separate consent form will be submitted to the Constituting Stockholders for execution and delivery to the Indemnitee.