AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF
U.K. PISTON ROLLOVER LLC

Dated [●]

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT OF U.K. PISTON ROLLOVER LLC

This amended and restated limited liability company agreement of U.K. Piston Rollover LLC (the "Company"), dated [●] (as amended or otherwise modified in accordance with the terms hereof, and in effect from time to time, this "Agreement"), is entered into by and among the Company, the Manager (as defined below) and the Members (as defined below).

WHEREAS, the Company was formed as a limited liability company under the Limited Liability Companies Act (As Revised) of the Cayman Islands (the "Act") upon the filing of a statement of registration with the Registrar of Limited Liability Companies of the Cayman Islands on July [●], 2026 (the "Formation Date");

WHEREAS, the Company and the original Member entered into that certain limited liability company agreement dated July [●], 2026 (the "Initial Agreement"); and

WHEREAS, the parties hereto desire to enter into this Agreement in order to amend and restate the Initial Agreement in its entirety as set forth herein and to provide for, among other things, (a) the management of the business and affairs of the Company, (b) the allocation among the parties of the profits and losses of the Company, and (c) the respective rights and obligations of the parties to each other and to the Company.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, and covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS AND RULES OF CONSTRUCTION

Certain capitalized terms are used in this Agreement with the specific meanings set forth below.

1.1. "10% Owner" has the meaning set forth in Section 6.2.4.

1.2. "10% U.S. Shareholder" has the meaning set forth in Section 6.2.4.

1.3. "Act" has the meaning set forth in the Recitals.

1.4. "Affiliate" means, with respect to any Person, any other Person controlling, controlled by, or under common control with, such Person. For purposes of this definition, (a) the term "control" means, when used with respect to any Person, the power to direct the management and policies of such Person, directly or indirectly, whether as an officer or director, through the ownership of voting securities, by contract or otherwise, and (b) the terms "controlling" and "controlled" have correlative meanings. For the avoidance of doubt, (i) none of the Company nor Topco and its Subsidiaries shall be deemed to be Affiliates of any Member and (ii) no Member shall be deemed to be an Affiliate of any other Member solely due to a Member's ownership of any equity interests in the Company or by virtue of this Agreement.

1.5. "Agreement" has the meaning set forth in the Preamble.

1.6. "Alternate Manager" has the meaning set forth in Section 10.8.

1.7. "Assets" means, at any time, assets owned directly (but not indirectly) by the Company.

1.8. "Authorized Person" means an "authorized person" within the meaning of the Act.

1.9. "Beneficiary" has the meaning set forth in Section 16.11.

1.10. "Bidco" means U.K. Piston Bidco Limited, a private limited company incorporated in England and Wales.

1.11. "Book Value" means, with respect to any asset as of any date, the value at which such asset is properly reflected on the books and records of the Company as of such date. The initial Book Value of each asset will be its cost, unless such asset was contributed to the Company by any Member, in which case the initial Book Value of such asset will be the Fair Market Value of such asset, and such initial Book Value will thereafter be adjusted from time to time to reflect the adjustments required or permitted by Treasury Regulation Section 1.704-1(b)(2)(iv)(d)-(g) as reasonably determined by the Manager.

1.12. "Business" means the direct or indirect acquisition, ownership, management, and disposition of equity interests in Topco and its Subsidiaries.

1.13. "Business Day" means any day other than (a) Saturday and Sunday and (b) any other day on which banks located in San Francisco, California or Medford, Oregon are required or authorized by law to be closed.

1.14. "Capital Account" has the meaning set forth in Section 4.1.

1.15. "Capital Contributions" means, with respect to any Member, the aggregate amount of cash and the Fair Market Value of any property, securities, rights or other consideration contributed or deemed contributed by or on behalf of such Member to the Company with respect to any class of Units in the Company held by or issued to such Member, including the amount credited to such Member pursuant to Section 3.1 in connection with the Rollover Transaction.

1.16. "Circular" means the scheme document (and any amendments thereto) sent to (among others) [Piston] Shareholders containing and setting out, among other things, the full terms and conditions of the acquisition by Bidco of [Piston] and of the Rollover Transactions.

1.17. "Closing" means the consummation of the Rollover Transactions.

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

1.19. "Company" has the meaning set forth in the Preamble.

1.20. "Company Documents" has the meaning set forth in Section 13.2.2.

1.21. "Company Group" means the Company and Topco and any other then-current direct or indirect Subsidiaries of any of the foregoing Persons, collectively.

1.22. "Competitor" means any Person that is engaged, directly or indirectly, in a business that competes in any material respect with the business of the Topco Group; provided, that no financial sponsor, private equity fund, institutional investor or other investment fund, or any Affiliate thereof, will be deemed to be a Competitor solely as a result of an investment in a portfolio company that is a Competitor.

1.23. "Confidential Information" means all non-public information with respect to any Member, any Member's direct or indirect equityholders or any of their Affiliates, any member of the Company Group, or any of their respective assets.

1.24. "Covered Person" means (a) a Member, the Manager, an officer of the Company, the Partnership Representative, or the Designated Individual, in each case, in his, her, or its capacity as such; (b) any Affiliate, or direct or indirect owner, of a Member, or any director, officer, partner, member, manager, employee, or trustee of any such Member, Affiliate, or owner; and (c) any Person who is or was serving at the request of the Company for another corporation, partnership, limited liability company, or other entity or enterprise as a director, officer, partner, member, manager, employee, or trustee thereof.

1.25. "Designated Individual" has the meaning set forth in Section 6.3.1.

1.26. "Dissolution Event" means the occurrence of:

(a) the dissolution of Topco;

(b) the unanimous written determination of the Members to dissolve the Company; or

(c) the sale or other disposition of all or substantially all of the Assets.

(d) " Drag-Along Sale" has the meaning set forth in Section 14.6.

1.27. "Fair Market Value" of any property (including any securities) means the fair market value of such property as determined by the Manager (acting in good faith).

1.28. "FATCA" means Sections 1471-1474 of the Code, the Regulations and any U.S. Treasury or IRS rulings or other guidance thereunder, and any related intergovernmental agreements, including the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard.

1.29. "Formal Liquidation Determination" has the meaning set forth in Section 15.4.

1.30. "Formation Date" has the meaning set forth in the Recitals.

1.31. "Fund Indemnitors" has the meaning set forth in Section 16.6(g).

1.32. "GAAP" means generally accepted accounting principles as from time to time in effect in the United States of America, including the statements and interpretations of the United States Financial Accounting Standards Board.

1.33. "Initial Agreement" has the meaning set forth in the Preamble.

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

1.35. "Liability" has the meaning set forth in Section 16.6(a).

1.36. "Liquidation Process" has the meaning set forth in Section 15.3.

1.37. "Liquidity Notice" has the meaning set forth in Section 14.8.

1.38. " Majority Divestment" has the meaning set forth in Section 14.4.

1.39. "Manager" means Ridgeview, in its capacity as manager of the Company, as well as any Person who becomes a substituted or additional manager of the Company as provided herein, in each case in such Person's capacity as a manager of the Company.

1.40. "Member" means each Person holding Units in the Company and listed as a Member of the Company on Schedule I (including any Significant Member), and any other Person to whom Units are transferred or assigned as provided herein and is listed as a Member of the Company in the books and records of the Company, in each case in such Person's capacity as a Member of the Company.

1.41. "Net Cash Flow" means, for any period, all cash available for distribution in accordance with applicable law.

1.42. "New Securities" has the meaning set forth in Section 11.5.

1.43. "OFAC" means the Office of Foreign Assets Control.

1.44. "Offer Price" means [448] pence in cash for each [Piston] share.

1.45. "Ordinary Unit" means a Unit with a par value of $0.01 having the rights, privileges and obligations specified with respect to "Ordinary Units" in this Agreement.

1.46. "Partially Adjusted Capital Account" means, with respect to any Member for any taxable period, the Capital Account of such Member at the beginning of such taxable period, adjusted (a) by adding an amount equal to such Member's share of the "minimum gain" and "partner minimum gain" (as such terms are used in Regulations Section 1.704-2) not otherwise required to be taken into account under Section 7.8.1 during such taxable period and (b) for all contributions and distributions during such taxable period and all special allocations pursuant to Section 7.8, with respect to such taxable period but before giving effect to any allocation of Profit or Loss for such taxable period under Section 7.2 or 7.3.

1.47. "Partnership Representative" has the meaning set forth in Section 6.3.1.

1.48. "Percentage Interest" means, with respect to any Member as of any date, the quotient of (a) the aggregate number of Units held by such Member on or prior to such date divided by (b) the aggregate amount of Units held by all Members on or prior to such date.

1.49. "Person" means any present or future natural person or any corporation, association, partnership, exempted limited partnership, exempted company, joint venture, limited liability, joint stock or other company, business trust, trust, organization, business or government, or any governmental agency or political subdivision thereof.

1.50. "Piston" means [Piston] Technologies Group plc.

1.51. "Profit" and "Loss" means, for each fiscal year of the Company (or any relevant portion thereof), the Company's taxable income or loss for federal income tax purposes for such period (including therein all items of income, gain, loss, or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code) with the following adjustments:

(a) any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing taxable income or loss will be included in computing Profit and Loss;

(b) any expenditures of the Company described in Section 705(a)(2)(B) of the Code and not otherwise taken into account in computing taxable income or loss pursuant to this provision will be deducted in computing Profit and Loss;

(c) gain or loss attributable to the disposition of property of the Company with a Book Value different than the adjusted basis of such property for federal income tax purposes will be computed by reference to the Book Value of such property, and any tax gain or loss not included in Profit or Loss will be taken into account and allocated for federal income tax purposes among the Members as required under applicable tax law; and

(d) depreciation, amortization, or cost recovery deductions with respect to any property with a Book Value that differs from its adjusted basis for federal income tax purposes will be computed by reference to Book Value, and any difference in the amount of depreciation taken into account in calculating Profit or Loss and the amount of depreciation allowable for federal income tax purposes will be allocated as required under applicable tax law.

If the amount calculated in the manner provided above is a positive amount, such amount will be the Profit of the Company for such fiscal year or other period, and, if the amount calculated in the manner provided above is a negative amount, such amount will be the Loss of the Company for such fiscal year or other period.

In the event that the Book Value of the assets directly held by the Company is adjusted pursuant to the definition of Book Value, the amount of such adjustment will be included in computing Profit or Loss. If any such asset is distributed in kind (whether in connection with the liquidation of the Company or otherwise), the Company will be deemed to have realized Profit or

Loss thereon in the same manner as if the Company had sold such asset for an amount equal to its Fair Market Value on the date of distribution.

1.52. "Qualified IPO" means an underwritten initial public offering of equity securities of any member of the Topco Group (or a newly-formed holding company for the Topco Group established to effect such initial public offering) pursuant to an effective registration statement under the Securities Act (or any comparable non-U.S. offering), resulting in the listing of such equity securities on the New York Stock Exchange, Nasdaq, the London Stock Exchange or another internationally recognized securities exchange and generating aggregate gross primary and/or secondary offering proceeds of not less than US$100 million (or the equivalent thereof in another currency).

1.53. "Regulations" means the federal income tax regulations promulgated under the Code, as such Regulations may be amended from time to time.

1.54. "Required Members" means the approval or consent of Member(s) holding a majority of the Units, as determined at the time such approval or consent is requested.

1.55. "Ridgeview" means Ridgeview Partners LLC, a Delaware limited liability company.

1.56. "Rollover Member" means each Member that acquired its Units in the Company pursuant to the Rollover Transaction, in its capacity as such.

1.57. "Rollover Transaction" means the transaction pursuant to which each Rollover Member exchanged, contributed or otherwise applied (in one or more steps) all or a portion of the consideration receivable in respect of such Rollover Member's shares of [Piston] in exchange for an indirect equity interest in Topco through the Company, including any scaling, proration or adjustment applicable thereto, in accordance with the terms set out in the Circular.

1.58. "RVP Holdco" means U.K. Piston Co-Invest LLC, a Cayman Islands limited liability company.

1.59. "Sale Process" has the meaning set forth in Section 14.8.

1.60. "Securities Act" means the U.S. Securities Act of 1933, as amended.

1.61. "Significant Member" means a Member whose Percentage Interest (when aggregated with the Percentage Interest held by its Affiliates) represents, on a look-through basis, an indirect interest of 25% or more of the issued share capital of Topco; provided, that (a) an unaffiliated transferee of a Significant Member shall not be a "Significant Member" (absent the prior written consent of the Manager); (b) where Members are Affiliates and their resulting aggregate Percentage Interest results in them being a Significant Member under this definition, only such Member holding the most Units may act as the "Significant Member"; and (c) for these purposes, any shares issued by Topco (i) to RVP Holdco for the purposes of funding Transaction Expenses (as defined in the Topco Articles); and (ii) pursuant to any employee incentive arrangement, shall be disregarded.

1.62. "Statement" means the statement of registration of the Company, as amended or restated from time to time in accordance with this Agreement and the Act.

1.63. "Subsidiary" means any Person in which another Person directly or indirectly, (a) owns at least 50% of the outstanding equity interests entitled to vote generally in the election of the board of managers or similar governing body of such first Person or (b) has the power to generally direct or exercise significant influence over the business and policies of such first Person, whether by contract or as a general partner, managing member, manager, joint venturer, agent, or otherwise.

1.64. "Target Capital Accounts" means, with respect to any Member for any taxable period, the amount that such Member would receive in a hypothetical liquidation of the Company at the end of such period, assuming that the Company sold all of its Assets for their Book Values, paid all of its liabilities and distributed the remaining proceeds to the Members in accordance with their respective rights to distributions upon liquidation under this Agreement, in each case after giving effect to all Capital Contributions, distributions and special allocations for such period but before any allocation of Profit or Loss for such period.

1.65. "Topco" means U.K. Piston Topco Limited, a private par value company limited by shares incorporated in Jersey.

1.66. "Topco Articles" means the articles of association of Topco from time to time.

1.67. "Topco Board" means the board of directors or equivalent governing body of Topco.

1.68. "Topco Group" means Topco and its direct and indirect Subsidiaries, collectively.

1.69. "Transfer" means, with respect to any securities, every absolute or conditional method of transferring a legal or equitable, record or beneficial, direct or indirect ownership (including through the transfer or issuance of capital stock or other equity interests of any Person that holds, or controls any Person that holds, such interest) of Units in the Company, or a part thereof, whether voluntarily, involuntarily, or by operation of law (including a change in beneficiaries or trustees of a trust), and including directly or indirectly selling, assigning, transferring, conveying, or giving away such units; provided, that (a) any changes in the composition of the direct or indirect equity holders of any Member will not constitute a "Transfer" for purposes of this Agreement so long as such Member or a direct or indirect Affiliate thereof continues to control such Member (and provided further that in the case of a Member whose ultimate parent or holding company has its equity listed on a recognized stock exchange, a takeover or merger of that ultimate parent or holding company shall not constitute a "Transfer" for the purposes of this Agreement); and (b) pledging, mortgaging, or otherwise creating, incurring, or assuming any encumbrance with respect to equity interests shall not constitute a "Transfer" for the purposes of this Agreement.

1.70. "Transfer Notice" has the meaning set forth in Section 14.3.1.

1.71. "Unit" means a unit representing part or all of a Member's interest in the Company, such Units in the Company comprising Ordinary Units only. The Units attributable to each

Member's interest in the Company are set forth opposite each such Member's name on Schedule I.

1.72. "US Member" means (a) any Member that is a United States person (within the meaning of Section 7701(a)(30) of the Code), and (b) any Member that is treated as a foreign entity for U.S. federal income tax purposes, one or more of the owners of which are United States persons, in this case of this clause (b), to the extent that such Member has notified the Company of its status as such in writing.

ARTICLE 2
FORMATION OF COMPANY

2.1. Formation. The Company was registered with the Registrar of Limited Liability Companies of the Cayman Islands in accordance with the Act on the Formation Date under the name "U.K. Piston Rollover LLC". The Company and the original Member executed and delivered the Initial Agreement on the Formation Date. By execution of this Agreement, the parties hereto hereby (a) acknowledge and continue the Company as a Cayman Islands limited liability company formed and registered under the Act and (b) amend and restate the Initial Agreement in its entirety as set forth in this Agreement, effective on the date of this Agreement.

2.2. Name. The name of the Company will be "U.K. Piston Rollover LLC". The business of the Company will be conducted under such name or, upon compliance with applicable law, any other name that the Manager deems appropriate or advisable.

2.3. Statement, Etc. The Members hereby agree to execute to the extent required by applicable law, and the Manager agrees to use its reasonable efforts to cause an Authorized Person of the Company to execute, file, and record, all such certificates and documents, including amendments to the Statement, as may be appropriate to comply with all requirements for the formation, continuation, and operation of the Company as a limited liability company, the ownership by the Company of property and the conduct by the Company of business, in each case in accordance with the laws of the Cayman Islands and any other jurisdiction in which the Company may operate, own property, or conduct business, including qualification of the Company as a foreign limited liability company in any jurisdiction in which such qualification is required.

2.4. Principal Business Office; Registered Office. The principal business office of the Company will be located at 101 Second Street, Suite 1625, San Francisco, CA 94105, United States, or at such other location in the United States as may hereafter be determined by the Manager. The registered office of the Company shall be c/o Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands or such other location in the Cayman Islands as the Manager may determine from time to time in accordance with the Act. The registered office of the Company may, in consultation with any Significant Member, be changed by the Manager from time to time in accordance with the then applicable provisions of the Act and any other applicable law. The Members will be notified by the Manager of any change in such principal business office or registered office for service of process within ten Business Days of the date of such change.

2.5. Term. The term of the Company commenced on the Formation Date and will continue until it is dissolved and terminated in accordance with the provisions of Section 15.1.

2.6. Purposes. The purpose of the Company is (a) to engage in the Business and (b) to engage in all actions necessary, convenient, or incidental to the purposes described in the immediately foregoing clause (a) to the extent consistent with the terms of this Agreement.

2.7. Powers. The Company will have all powers permitted under applicable law to do any and all things deemed by the Company to be necessary or desirable in furtherance of the purposes of the Company specified in Section 2.6, in accordance with applicable law, but subject to all of the provisions of this Agreement (including Article 10).

ARTICLE 3
CAPITAL CONTRIBUTIONS

3.1. Initial Capital Contributions. Effective as of the Closing, each Rollover Member will be deemed to have made an initial Capital Contribution to the Company in the amount set forth opposite such Rollover Member's name on Schedule I, which amount represents the value of the consideration contributed, exchanged or otherwise applied by or on behalf of such Rollover Member in connection with such Rollover Member's election to participate in the Rollover Transaction and in exchange for the issuance of Ordinary Units to such Rollover Member pursuant thereto. Such Capital Contribution will equal the aggregate value, calculated by reference to the Offer Price, of the [Piston] shares in respect of which such Rollover Member validly elected, and was ultimately allocated, consideration pursuant to the Rollover Transaction, after giving effect to any proration, scaling back or other adjustment applicable under the terms of the Rollover Transaction. No Rollover Member will be required to fund such initial Capital Contribution in cash. The Company will cause the proceeds, securities or other consideration received or deemed received in respect of such initial Capital Contributions to be applied, directly or indirectly, to acquire the equity interests in Topco attributable to the Rollover Members. In exchange for the initial Capital Contributions, each Rollover Member shall be issued the number of Ordinary Units which shall result in each Rollover Member's Percentage Interest being equal to the aggregate Capital Contribution as set forth on Schedule I. For the avoidance of doubt, the amount of the initial Capital Contribution credited to each Rollover Member and the number of Ordinary Units issued to such Rollover Member will reflect any proration, scaling back or other adjustment applicable to such Rollover Member's election in connection with the Rollover Transaction.

3.2. No Other Capital Contributions. Except as set forth in Section 3.1 and this Section 3.2, no Member will be required to, nor shall they be entitled to, make any Capital Contributions to the Company. Any additional Capital Contributions (and any corresponding proposed amendments to Schedule I) shall require the consent of a Significant Member.

3.3. Return of Capital Contributions. No Member will be owed interest on any Capital Contribution to the Company or on such Member's Capital Account.

3.4. Currency of Capital Contributions. Each cash Capital Contribution made by any Member to the Company will be funded in cash in U.S. dollars.

3.5. Recording Capital Contributions of the Members. Capital Contributions made, or deemed to have been made, by each Member shall be reflected in the Members' Capital Accounts pursuant to Article 4. In this regard, the Company shall record the amount of such Capital Contributions in respect of each class of Units against the name of each of the Members holding such Units in the Capital Accounts.

ARTICLE 4
CAPITAL ACCOUNTS

4.1. Capital Accounts. A separate capital account (each, a "Capital Account") will be established and maintained for each Member, including any substituted or additional Member who hereafter acquires any Units, in accordance with the following provisions.

(a) To the Capital Account of each Member there will be credited (i) the amount set out in Schedule I next to such Member's name, (ii) such Member's allocable share of Profit (including any items in the nature of income or gain which are specially allocated to such Member pursuant to Section 7.8), and (iii) the amount of any liabilities of the Company that are specially allocated to such Member.

(b) From the Capital Account of each Member there will be debited (i) the amount of cash and the Fair Market Value of any property of the Company distributed to such Member in its capacity as a Member pursuant to any provision of this Agreement, (ii) such Member's allocable share of Loss (including any items in the nature of expenses or losses that are specially allocated to such Member pursuant to Section 7.8), and (iii) the amount of any liabilities of such Member that (A) are assumed by the Company or (B) are secured by any property contributed by such Member to the Company.

(c) The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b), and will be interpreted and applied in a manner consistent with such section of the Code.

(d) A Member will not be entitled (i) to receive any distributions from the Company except as provided in Article 8, (ii) to withdraw any part of the Capital Account of such Member, or (iii) to make any loan to the Company or Capital Contribution other than as expressly provided herein. No loan made by any Member to the Company will constitute a Capital Contribution for any purpose.

(e) Except as expressly required by this Agreement or the Act, no Member will have any liability for the return of the Capital Contributions of any other Member. Any Member who has more than one Unit will have a single Capital Account that reflects all such interests, regardless of the class of interest owned, and regardless of the time or manner in which such interests were acquired.

4.2. Transfer of Capital Accounts. In the event any Units are transferred in accordance with the terms of this Agreement, the transferee will succeed to the Capital Account of the transferor to the extent it relates to the transferred interest in the Company, and reference in this Agreement to a Capital Contribution of, or an allocation or distribution to, a transferee Member will include a Capital Contribution of, or allocation or distribution previously made to, its transferor Member on account of the transferred interest in the Company.

4.3. Deficit Capital Accounts. No Member with a deficit in its Capital Account will be obligated to restore such deficit balance or make a Capital Contribution to the Company solely by reason of such deficit.

ARTICLE 5
UNITS

5.1. Units Generally. The interests of the Members in the Company shall be represented by issued and outstanding Units, having the rights and privileges set forth in this Agreement.

5.2. Authorization and Issuance of Units. The Company has authorized the issuance of [●] Ordinary Units, [●] of which are outstanding on the Closing and held by such Members as set forth on Schedule I. Other than as set out in Schedule I, no further Units may be issued in the Company except (a) in accordance with the express provisions of this Agreement or (b) with the consent of the Required Members (provided that any additional units authorized for issue by the Required Members under this limb (b) shall be offered *pro rata* to each Member).

5.3. Unit Certificates. Units shall be represented by certificates in the form attached hereto as Exhibit B ("Unit Certificates"). The Manager shall direct a new Unit Certificate or Unit Certificates to be issued in place of any Unit Certificate or Unit Certificates theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the party claiming the Unit Certificate to be lost, stolen or destroyed; provided that, as a condition precedent to the issuance thereof, the owner of such lost, stolen or destroyed Unit Certificate or Unit Certificates, or his legal representative, shall give the Company an indemnity against any claim that may be made against the Company with respect to the Unit Certificate alleged to have been lost, stolen or destroyed.

5.4. Unit Register. The Company shall maintain a register of all Units outstanding and held by each Member in the form set out in Schedule I.

ARTICLE 6
BOOKS; REPORTS; TAX ELECTIONS; BANK ACCOUNTS

6.1. Books and Records. The Company will keep complete, up-to-date, and accurate books of account and records. The Company will keep its books in accordance with GAAP, and all such books and records to be maintained or made available at the principal business office of the Company. The Company will maintain at the principal business office of the Company each of (a) a current list of the full name and last known business address of each Member, (b) a copy of the Statement, (c) copies of the federal, state, and local income tax and information returns and reports of the Company, if any, for the six most recent years, and (d) copies of any financial statements of the Company for the six most recent years. The Manager will maintain all records of the Company for a period of not less than five years after the dissolution of the Company.

6.2. Required Reports.

6.2.1. Financial Reporting.

(a) The Company. The Company will furnish to each Member:

(i) within 150 days after the end of each fiscal year: the audited annual financial statements of the Company for such fiscal year accurately reflecting the financial condition and results of operations of the Company, including a balance sheet, a statement of changes in members' capital, a statement of cash flows, and a profit and loss statement, together with a capital account statement for each Member;

(ii) within 90 days following the end of each fiscal quarter: the unaudited quarterly financial statements of the Company for such fiscal quarter accurately reflecting the financial condition and results of operations of the Company, including a balance sheet, a statement of changes in members' capital, a statement of cash flows, and a profit and loss statement, together with a capital account statement for each Member; and

(iii) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company as a Member may from time to time reasonably request; provided, that nothing in this Section 6.2.1(a)(iii) shall require the Manager to disclose any information to the extent that (A) such disclosure would reasonably be expected to waive or jeopardize any attorney-client privilege, work product protection or other applicable legal privilege, (B) such disclosure is prohibited by applicable Law or by any confidentiality obligation binding on the Company, (C) such information constitutes trade secrets or other competitively sensitive information, the disclosure of which would reasonably be expected to be detrimental to the Company, or (D) compliance with such request would be unreasonably burdensome or disruptive.

(b) Topco. The Company will furnish to each Member with respect to the Topco Group, and the Manager shall procure that such information is made available to the Company by the Topco Group:

(i) within 90 days following the end of each fiscal quarter, a quarterly overview report with respect to the performance and prospects of the Topco Group;

(ii) within 150 days after the end of each fiscal year: the audited annual financial statements of the Topco Group for such fiscal year accurately reflecting the financial condition and results of operations of the

Topco Group, including a balance sheet, a statement of changes in members' capital, a statement of cash flows, and a profit and loss statement;

(iii) within 90 days following the end of each fiscal quarter: the unaudited quarterly financial statements of the Topco Group for such fiscal quarter accurately reflecting the financial condition and results of operations of the Topco Group, including a balance sheet, a statement of changes in members' capital, a statement of cash flows, and a profit and loss statement;

(iv) the right to attend an annual presentation by the senior management of Topco Group, which shall include, as appropriate, the chief executive officer, chief financial officer and chief product officer of the Topco Group; and

(v) such other information relating to the financial condition, business, prospects, or corporate affairs of the Topco Group as a Member may from time to time reasonably request; provided, that nothing in this Section 6.2.1(b)(v) shall require the Company to disclose any information to the extent that (A) such disclosure would reasonably be expected to waive or jeopardize any attorney-client privilege, work product protection or other applicable legal privilege, (B) such disclosure is prohibited (having considered any exceptions) by applicable Law or by any third-party confidentiality obligation binding on the Topco Group, (C) such information constitutes trade secrets or other competitively sensitive information, the disclosure of which would reasonably be expected to be detrimental to the Topco Group, or (D) compliance with such request would be unreasonably burdensome or disruptive.

6.2.2. Tax Reporting. The Company will use commercially reasonable efforts to prepare, or cause to be prepared, and furnish to each Member:

(a) an estimate of taxable income for each fiscal year not later than October 10 of such fiscal year, and again no later than February 28 following the end of such fiscal year, reporting ordinary income items separate from items of capital gain;

(b) a Schedule K-1, K-2 and Schedule K-3 (as applicable) not later than March 31 following each fiscal year end; and

(c) any other information that such Member may reasonably request, in connection with such Member's tax filing, reporting and withholding obligations or any tax audit, examination or other administrative or judicial tax proceeding, in each case, relating to the Company.

6.2.3. PFIC Information and Compliance. The Company and the Manager shall ensure that:

(a) the Company and each Subsidiary of the Company, in consultation with a U.S. nationally recognized accounting firm, shall determine each year whether any Subsidiary of the Company is reasonably expected to become a "passive foreign investment company" (as defined in Section 1297 of the Code) (a "PFIC") for such year, and shall notify each US Member of any determination that any Subsidiary is a PFIC within 45 days after such year;

(b) the Company shall make available to any US Member, upon reasonable written request by such US Member, all information that the Company or any of its Subsidiaries used to determine any Subsidiary's status as a PFIC;

(c) upon a determination by the Company that any of its Subsidiaries is a PFIC for any taxable year, the Company and the relevant Subsidiary shall (i) provide to the US Members all information available to the Company to the extent required to permit the Members (or its direct or indirect owners) to: (x) accurately prepare all tax and information returns and comply with any reporting requirements as a result of such determination, and (y) make any election (including a "qualified electing fund" election under Section 1295 of the Code) with respect to the applicable Subsidiary and comply with any reporting or other requirements incidental to such election; and (ii) timely provide the Members with a completed "PFIC Annual Information Statement" as required by Treasury Regulation Section 1.1295-1(g) for such taxable year and for each year thereafter of the applicable Subsidiary and otherwise comply with the requirements of any applicable Treasury Regulations; and

(d) the Company shall promptly notify the US Members of any assertion by the IRS that any of its Subsidiaries is or is reasonably expected to become a PFIC.

6.2.4. CFC Information and Compliance.

(a) The Company shall (i) cooperate in good faith with each Member in connection with the Member's efforts to determine whether it or any of its direct or indirect owners owns 10% or more (within the meaning of Section 951(b) of the Code) of any Subsidiary of the Company (any such US Member or direct or indirect owner, "10% Owner"); and (ii) if any Member determines it or any of its direct or indirect owners is a 10% Owner with respect to any Subsidiary of the Company, determine whether any Subsidiary of the Company is a "controlled foreign corporation" within the meaning of Section 957(a) of the Code (a "CFC") as to which such 10% Owner is a "U.S. Shareholder" (as defined in Section 951(b) of the Code) (a "10% U.S. Shareholder").

(b) If the Company determines that any Subsidiary of the Company is a CFC as to which any 10% Owner is a 10% U.S. Shareholder, the Company shall (i) furnish to each 10% U.S. Shareholder on a timely basis all information necessary to prepare all tax and information returns and comply with any reporting requirements of such 10% U.S. Shareholder arising from its investment in the Company and relating to the Subsidiary's classification as a CFC (including, without limitation, such 10% U.S. Shareholder's pro rata share of income includable under Sections 951 or Section 951A of the Code, any credits to which such 10% U.S. Shareholder may be entitled under Section 960 of the Code, and the amount of any gain to be included in the gross income of such 10% U.S. Shareholder as a dividend under Section 1248), and reasonably promptly upon request of a US Member prior to such date, reasonable estimates thereof; and (ii) if the Company becomes aware that any Subsidiary has become a CFC or has ceased to be a CFC, provide prompt written notice to the US Members.

6.2.5. Costs. Subject to Section 10.7, the Company will bear all costs and expenses of compliance with the provisions of Sections 6.1 and 6.2.

6.3. Partnership Representative; Filing of Returns.

6.3.1. The Manager will serve as the "partnership representative" of the Company under Code Section 6223 and any analogous provision of state or local law (in such capacity, referred to as the "Partnership Representative") and will appoint a natural person to serve as the "designated individual," within the meaning of the Regulations Section 301.6223-1(b)(3)(ii) (the "Designated Individual"), to act on behalf of and at the direction of the Partnership Representative. The Partnership Representative is authorized to represent the Company and the Members (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, and to take any actions, make all decisions, and to expend Company funds for professional services reasonably incurred in connection therewith. Each Member agrees to cooperate with the Company and to do or refrain from doing any or all things reasonably requested by the Company with respect to the conduct of such proceedings; provided, notwithstanding anything herein to the contrary, no Member shall be required to file any amended tax return without providing prior consent (which shall not be unreasonably withheld, conditioned or delayed).

6.3.2. Conduct of Tax Proceedings. The Partnership Representative will give prompt written notice to the Members upon receipt of any notice that the IRS or any other taxing authority intends to examine or audit the tax returns of the Company. The Partnership Representative will keep the Members reasonably informed regarding the progress and status of any such examination or audit.

6.3.3. Returns. The Partnership Representative will cause the Company to prepare and timely file all Company tax returns and make all other filings required by any governmental authority. The Partnership Representative will have the authority to cause the Company to comply with all tax requirements, including all state and local withholding tax requirements on distributions and/or income allocations, and to cause the timely reporting of any required information to the governmental authorities and to Members. The Partnership Representative will have the authority to make (or decline to make) all elections in connection with the preparation of the Company's tax returns and any other elections relating to tax matters relevant to the Company and its Members.

6.4. Fiscal Year; Fiscal Quarters. The Company's fiscal year shall end on December 31 of each year, and the fiscal quarters of the Company will end on March 31, June 30, September 30, and December 31 of each year.

6.5. Company Funds.

6.5.1. Bank Accounts. The Company will establish and maintain bank accounts at any commercial bank or trust company designated by the Manager.

6.5.2. No Commingling of Funds. The Company will not commingle any of the Assets with the funds or other assets of any other Person.

6.6. Tax Information. Each Member will provide to the Company such information, affidavits, certificates, representations, and forms (including IRS Forms W-8 or W-9) as the Company reasonably requests (a) in order for the Company to (i) comply with any applicable legal or regulatory requirement, including FATCA or any similar or related legal or regulatory obligation, and (ii) obtain any exemption, reduction, or refund of any withholding tax or any deduction, relief, or exemption for income tax purposes, and (b) to the extent reasonably required (as determined by the Manager) in connection with any examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings. Notwithstanding the foregoing or anything to the contrary in this Agreement, nothing herein will require the Members to provide information relating to their direct or indirect members, shareholders, partners, beneficiaries, or other beneficial owners except to the extent required by applicable law.

6.7. Tax Classification. The Members intend that the Company be treated as a partnership for U.S. federal and, as applicable, state or local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment. The Company shall prepare and file, or cause to be prepared and filed, with the Internal Revenue Service a Form 8832, Entity Classification Election, in accordance with Treasury Regulation Section 301.7701-3(c), in order for the Company to be treated as a partnership for U.S. federal income tax purposes.

6.8. No Effectively Connected Income. The Company shall use commercially reasonable efforts to conduct its business and affairs in a manner such that neither the Company nor any Member (or its direct or indirect owners, and in each case, solely on account of being a Member of the Company) is (i) treated as engaged in a trade or business within the United States, or (ii) recognizes income effectively connected with the conduct of a trade or business within the United States (as defined in Section 864 of the Code).

ARTICLE 7
ALLOCATIONS

7.1. Allocation of Profit and Loss. The income, gains, losses, deductions, and credits of the Company will be allocated solely for the purposes of U.S. federal, U.S. state, and U.S. local income tax purposes among the Members in accordance with this Article 7.

7.2. Allocation of Profit. Subject to Section 7.8, if the Company has Profit for any taxable period, such Profit will be allocated among the Members so as to reduce proportionately the differences between their respective Partially Adjusted Capital Accounts and their respective Target Capital Accounts.

7.3. Allocation of Loss. Subject to Section 7.8, if the Company has Loss for any taxable period, such Loss will be allocated among the Members so as to reduce proportionately the differences between their respective Partially Adjusted Capital Accounts and their respective Target Capital Accounts.

7.4. Adjustments. Notwithstanding the foregoing, allocations under Section 7.2 and Section 7.3 may be adjusted, as determined by the Manager (acting in good faith) to appropriately reflect the economic arrangements among the Members.

7.5. Allocations for Tax Purposes. Except as otherwise provided in Section 7.7 or as otherwise required by applicable law, all items of income, gain, deduction, and loss will be allocated for U.S. federal, U.S. state, and U.S. local income tax purposes in the same manner as the corresponding items of Profit and Loss are allocated pursuant to Sections 7.2, 7.3, 7.4, and 7.8.

7.6. Certain Accounting Matters. For purposes of determining the Profit, Loss, or any other items allocable to any period, Profit, Loss, and any such other items will be determined on a daily, monthly, or other basis, as determined by the Manager (acting in good faith), using any permissible method under Section 706 of the Code.

7.7. Tax Allocations. In accordance with Section 704(c) of the Code, income, gain, loss, and deduction with respect to any asset contributed to the Company will, solely for income tax purposes, be allocated among the Members so as to take account of any difference between the adjusted basis of such property to the Company and for federal income tax purposes and its Book Value at the time of contribution. In the event that the Book Value of any asset is subsequently adjusted in accordance with the third sentence of the definition of Book Value, any allocation of income, gain, loss, and deduction with respect to such asset will, solely for income tax purposes, thereafter take account of any difference between the adjusted tax basis of such asset to the Company and its Book Value in the same manner as under Section 704(c) of the Code. Any elections or other decisions relating to such allocations will be made by the Manager in a manner that reasonably reflects the purpose and intention of this Agreement. Allocations pursuant to this Section 7.7 are solely for purposes of federal, state, and local taxes and will not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Profit, Loss, or distributions pursuant to any provision of this Agreement.

7.8. Special Allocations.

7.8.1. Qualified Income Offset, etc. To the extent the allocation provisions of Sections 7.2 and 7.3, as adjusted by Section 7.4 (if applicable) would not comply with the regulations under Section 704(b) of the Code, there are hereby included in this Agreement such special allocation provisions governing the allocation of Profit and Loss and items thereof (prior to making the remaining allocations in conformity with Sections 7.2 and 7.3, as adjusted by Section 7.4 (if applicable)) as may be necessary to provide herein a so-called "qualified income offset," and ensure that this Agreement complies with all provisions, including "minimum gain" provisions, relating to the allocation of so-called "nonrecourse deductions" and "partner nonrecourse deductions" and the charge back thereof as are required to comply with the regulations under Section 704 of the Code. In particular, so-called "nonrecourse deductions" and "excess nonrecourse liabilities," as defined in the regulations under Sections 704 and 752 of the Code, will be allocated to the Members in proportion to their relative Percentage Interests.

7.8.2. Interpretation. In furtherance of the foregoing, the Manager is hereby authorized to resolve any ambiguity in the provisions of this Agreement in a manner that will preserve, protect, and further the intention of the Members to cause this Agreement to comply with the principles of Sections 704(b) and 704(c) of the Code and the Treasury Regulations thereunder and to adopt such curative provisions to this Article 7 as the Manager may deem necessary.

ARTICLE 8
DISTRIBUTIONS

8.1. Distributions Other Than in Liquidation. Distributions of Net Cash Flow shall be made from time to time as determined by the Manager; provided that the Manager shall procure that the Company distributes any Net Cash Flow as promptly as practicable after the Company's receipt thereof, subject to Section 8.4. All distributions shall be made to the Members *pro rata* in accordance with their respective Percentage Interests. Subject to applicable law, the Manager shall procure that any Net Cash Flow that is available for distribution and distributed by any member of the Topco Group to (a) Bidco, (b) any intermediate holding company between Topco and Bidco and (c) Topco, in each case, subject to and following repayment of any third party indebtedness, is distributed in (subject to the prior consent of a Significant Member) accordance with such entity's governing documents as promptly as reasonably practicable following receipt by such entity thereof.

8.2. Distributions in Liquidation. Net proceeds received by the Company that are derived from any transaction involving the sale or other disposition of all or substantially all of the Assets, together with any Net Cash Flow during the period of winding up of the Company, will be distributed to the Members *pro rata* in accordance with Section 8.1 (subject to applicable law).

8.3. Computation of Distributions. If the Company proposes to make any distribution to the Members pursuant to Section 8.1 (including, at liquidation, any distribution pursuant to Section 8.2.1), then the Company will, and the Manager will cause the Company to:

(a) compute the amount of such distribution in U.S. dollars; and

(b) furnish to each Member a written notice that sets forth (i) the amount on which the Company has based such computation; (ii) in reasonable detail, such computation of the amount of such distribution; and (iii) the percentage of the amount of such distribution to be made by the Company to each Member, based on the distribution provisions of Section 8.1.

8.4. Form of Distributions. Except as may otherwise be required by applicable law, no distribution by the Company of (a) any currency other than U.S. dollars or (b) any property in kind will be permitted without the prior written approval of the Manager and the Required Members of the calculation (in accordance with the distribution provisions of Section 8.1) of the amounts to be distributed to each Member.

8.5. Repurchase of Units. The Manager may, in its discretion, elect to apply any amounts available for distribution which in each case have been allocated to the Capital Account of each Member in respect of their Units to the repurchase of such Units from each Member in the form of a reduction from each Member's Capital Account in respect of such Units and in the number of Units held by each Member. The number of Units repurchased shall be at the discretion of the Manager save that in any such case the number of Units repurchased from each Member shall be *pro rata* to the Percentage Interests of the Members; provided that no such repurchase of Units under this Section 8.5 shall result in a reduction of a Member's look-through interest in Topco.

8.6. Withholding. Notwithstanding any other provision of this Agreement, the Company is authorized to and will take all actions that it reasonably determines to be necessary or appropriate to comply with any foreign or U.S. federal, state, or local withholding or other tax payment obligations with respect to any allocation, payment, or distribution by the Company to any Member or any other Person or as otherwise required by applicable law. All taxes or amounts withheld from or paid in respect of distributions or allocations to any Member or former Member, including due to the Member's or former Member's residence or other status for tax purposes, as determined by the Manager in its discretion, will be treated as a distribution (which reduces subsequent distributions that would otherwise be made) to such Member or former Member under this Agreement or as some combination thereof, as determined by the Manager in its discretion. All taxes or amounts paid or economically borne by the Company (including pursuant to Section 6225 of the Code and including by reason of an interest in a pass-through Subsidiary) that are attributable or allocable to a particular Member or former Member as determined in the discretion of the Manager will be treated as a loan from the Company to such Member or former Member that is payable upon demand, as a distribution (which reduces subsequent distributions that would otherwise be made) to such Member or former Member under this Agreement or as some combination thereof, as determined by the Manager in its discretion. All taxes or other amounts withheld from payments to the Company and not otherwise described in the preceding two sentences will be treated as a reduction in the proceeds received by the Company and will not be treated as a distribution to any Member.

8.7. Restricted Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company will not make any distribution to any Member in respect of their Units in the Company if such distribution would violate the Act or other applicable law; provided, that the amount not distributed will be set aside and reserved for such Member, and the Company will distribute such amount to such Member when such distribution would not violate the Act or other applicable law.

ARTICLE 9
RIGHTS, OBLIGATIONS, AND REPRESENTATIONS OF MEMBERS

9.1. Limited Liability. No Member will be personally liable for any of the debts, liabilities, obligations, or contracts of the Company, and no Member will be required to lend any funds to the Company. Each Member will only be liable to make payment of the Capital Contributions of such Member as and when due hereunder. If and to the extent that the Capital Contributions of any Member are fully paid, such Member will not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to such Member, be required to make any further contributions to the Company or pursuant to this Agreement to any other Person.

9.2. No Control. The Members will not participate in the management or control of the business of, or transact any business for, the Company. The Members will have no power to sign on behalf of, or bind, the Company. The Members will not have any legal interest in any of the Assets. The Members will, however, have the notice, approval, and other rights expressly set forth elsewhere in this Agreement.

9.3. No Dissolution. Except for any action or inaction constituting all or part of a Dissolution Event, no Member will take any action, or permit any action within its control to be taken, that would cause the dissolution of the Company pursuant to the Act.

9.4. Return of Capital; No Resignation. No Member will have the right (a) to demand a return of capital or (b) except upon Transfer of such Member's entire interest in the Company and the admission of the transferee as a substituted Member in compliance with the terms of this Agreement, to resign as a Member.

ARTICLE 10
MANAGEMENT BY THE MANAGER

10.1. Responsibilities.

10.1.1. General. The Manager (a) will have full responsibility and exclusive and complete discretion in the management and control of the business and affairs of the Company for the purposes stated in this Agreement, (b) will make all decisions affecting the business and affairs of the Company, and (c) will have full, complete, and exclusive discretion to take any and all action that the Company is authorized to take and to make all decisions with respect thereto (subject, however, with respect to each of the immediately preceding clauses (a), (b), and (c), to the express requirements of this Agreement). The Manager will provide or arrange for such personnel as may be necessary to accomplish the operation and management of the Company in accordance with this Agreement. The Manager undertakes to the Members that it will exercise its powers to manage the Company in compliance with the terms of this Agreement and for the benefit of the Members as a whole.

10.1.2. Authorized Persons. Each of the Manager and the Members hereby acknowledges and agrees that (a) Michael Hulslander was an Authorized Person of the

Company for purposes of executing and filing the Statement and (b) from and after the Formation Date, the Manager was and is an Authorized Person of the Company. The Manager will have the power to appoint officers and agents to act for the Company (with such titles as the Manager deems appropriate), and to delegate to such officers and agents such of the Manager's powers hereunder as the Manager may determine, and to designate any of such officers and agents as "Authorized Persons" of the Company as the Manager may determine. The Manager, further, will have the power (i) to remove any officer or agent of the Company, at any time, with or without cause and (ii) to ratify any act previously taken by any officer or agent of the Company acting on behalf of the Company, to the extent not in violation of the terms of this Agreement, in each case, by written instrument signed by the Manager.

10.2. Management. The Manager will supervise the operations of the Company in accordance with the terms of this Agreement.

10.3. Authority.

10.3.1. General. Except as otherwise expressly provided in this Agreement, the Manager (a) will have full and complete power to do any and all things necessary or incidental to carrying out the purposes of the Company and to manage and conduct the business of the Company and (b) will possess and enjoy all of the rights and powers of a manager in a limited liability company under the Act.

10.3.2. Execution of Documents. Except as otherwise expressly provided in this Agreement, the Manager and any other Authorized Person will have the authority to execute, on behalf of the Company, such agreements, contracts, instruments, and other documents as he, she, or it from time to time approves, such approval to be conclusively evidenced by his, her, or its execution and delivery of any of the foregoing, including: (a) all such agreements, instruments, certificates, or other documents as are necessary or appropriate in connection with the acquisition of the Assets, (b) checks, drafts, notes, and other negotiable instruments, (c) deeds of trust and assignments of rights, (d) contracts for the sale of Assets, deeds, leases, assignments, and bills of sale, and (e) loan agreements, mortgages, security agreements, pledge agreements, and financing statements. The signature of the Manager or the other Authorized Person on all such instruments, agreements, contracts, leases, conveyances, or documents, and upon any checks, drafts, notes, and other negotiable instruments, will be sufficient to bind the Company in respect thereof, and conclusively evidence the authority of the Manager or the other Authorized Person with respect thereto, and no third Person need look to the application of funds or authority to act or require joinder or consent of any other Person.

10.3.3. Reliance on Certificate. Any Person dealing with the Company or the Manager may rely on a certificate signed by the Manager or any Authorized Person as to:

(a) the identity of the Manager or the Members;

(b) the existence or nonexistence of any fact or facts that constitute conditions precedent to acts by the Manager or are in any other manner germane to the affairs of the Company;

(c) who is authorized to execute and deliver any instrument or document on behalf of the Company;

(d) the authenticity of any copy of this Agreement and any amendment hereto; and

(e) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

10.4. Prohibition on Loans to Members. The Manager will not permit or cause the Company, directly or indirectly, to (a) make any form of loan or advance to any Member or any Affiliate of any Member or (b) guarantee or secure the obligations of any Member or any Affiliate of any Member.

10.5. No Resignation or Replacement. The Manager may not resign as the manager of the Company, or consent to the admission of any additional or replacement manager of the Company without the prior written approval of the Required Members (not to be unreasonably withheld, conditioned or delayed). The Required Members may, by written notice to the Manager, remove the Manager for Cause, whereupon an Affiliate of RVP Holdco (for so long as RVP Holdco continues to hold a majority of the equity of Topco issued to it at the Closing) shall be entitled to appoint a replacement manager of the Company. For purposes of this Section 10.5, "Cause" means fraud, gross negligence, willful misconduct or a material breach by the Manager of any of its obligations under this Agreement that remains uncured for 30 days after the Manager's receipt of written notice thereof.

10.6. Representations by the Manager. The Manager hereby represents to each of the Members as follows:

10.6.1. Binding Agreement. The Manager has all requisite power and authority to enter into and perform this Agreement, and this Agreement is and will remain the Manager's valid and binding agreement, enforceable in accordance with its terms (subject, as to the enforcement of remedies, to any applicable bankruptcy, insolvency, and other laws affecting the enforcement of creditors' rights generally).

10.6.2. Formation. The Company is a limited liability company formed, registered, validly existing, and in good standing under the laws of its jurisdiction of formation or organization. The Company is qualified to conduct business and in good standing under the laws of each jurisdiction where such qualification is required. The Company has the requisite power and authority to carry on the businesses in which it is engaged as currently conducted and as currently contemplated to be conducted. A true, correct, and complete copy of each of the Statement and the Initial Agreement has been made available to each Member. Schedule I sets out all equity interests in the Company as at the date of this Agreement. Since its formation, the Company has not (a) assumed or agreed to assume any liabilities other than as set out under the terms of this Agreement, (b) admitted any members, (c) issued any Units or (d) undertaken any trading activities. Topco is a company limited by shares formed, registered, validly existing, and in good standing under the laws of its jurisdiction of formation or organization. Topco is qualified to conduct business and in good standing under the laws of each jurisdiction where such qualification is required.

Topco has the requisite power and authority to carry on the businesses in which it is engaged as currently conducted and as currently contemplated to be conducted. The issued and outstanding equity of Topco immediately prior to the Closing comprises one Class A Share, held by an Affiliate of the Manager, and one Class B Share, held by the Company. Since its formation, Topco has not (a) assumed or agreed to assume any liabilities other than as set out under the terms of this Agreement, the Topco Articles or the Circular (and the transactions contemplated thereby), (b) issued or agreed to issue any shares or (c) undertaken any trading activities.

10.6.3. Anti-Money Laundering. The Manager (i) complies, and will cause the Company to comply, with its obligations under applicable Cayman Islands and U.S. anti-money laundering laws and regulations, including the Anti-Money Laundering Regulations (As Revised) of the Cayman Islands, the Proceeds of Crime Act (As Revised) of the Cayman Islands and the U.S. Bank Secrecy Act of 1970, as amended by the USA PATRIOT Act of 2001, and (ii) does not know or have any reason to suspect that (A) the monies used to fund any investment in the Company have been or may be derived from or related to any illegal activities, including money laundering activities and/or (B) the proceeds from any investment in the Company may be used to finance any illegal activities.

10.6.4. OFAC. The Manager complies, and will cause the Company to comply, with U.S. economic and trade sanctions administered by OFAC.

10.6.5. Litigation. There is not pending or, to the best of the Manager's knowledge, threatened, any action, suit or proceeding before or by any court or other governmental or self-regulatory authority to which the Manager is a party that would reasonably be expected to have a material adverse effect on the Company.

10.6.6. Consents. Other than as set out in the Circular or would reasonably be expected to have a material adverse effect on the Manager's ability to perform its obligations and duties hereunder, no consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on the part of the Manager or its Affiliates is required for the performance of its obligations and duties hereunder.

10.7. Costs, Expenses and Liabilities of the Company. Other than any costs, expenses or liabilities of the Company resulting from the actual fraud, gross negligence (as defined under the laws of the State of Delaware, United States), willful misconduct or material breach of this Agreement by such Member, no Member shall be responsible for any costs, expenses or liabilities of the Company or be required to make any additional Capital Contributions to the Company in respect thereof. No reserves shall be maintained by the Company out of its own funds to fund any such amounts and the Manager shall procure that Topco or another member of the Topco Group shall (a) be responsible for all such amounts (including, where possible, entering into any engagement letter, service agreement or similar in its own name) and (b) provide the Company with requisite funds to pay any such amounts that the Company has incurred in its own name (including any financial obligations of the Company arising under this Agreement or otherwise).

10.8. Conflict of Interests of the Manager. If either (a) the Manager determines that it has a conflict of interest in respect of any decision or action to be taken by the Company or Manager under this Agreement, or (b) the Required Members notify the Manager in writing that they have determined in good faith that the Manager has a material conflict of interest in respect of any such decision or action, then: (i) the Manager shall not take such decision or action except in accordance with the written direction of the Required Members; and (ii) if Required Members so elect by written notice to the Manager, such Required Members may appoint any Person (who may, but need not, be a Member) to act as an alternate manager of the Company (an "Alternate Manager") solely for the purpose of taking such conflicted decision or action on behalf of the Company. Any such Alternate Manager shall have all of the powers of the Manager under this Agreement, but solely in respect of the conflicted decision or action for which such Alternate Manager was appointed, and shall owe to the Company and the Members the same duties as the Manager in respect of such decision or action. Upon completion of the conflicted decision or action, the appointment of the Alternate Manager shall automatically terminate and the Manager shall resume its full authority under this Agreement.

10.9. Transaction Expenses. The Manager shall procure that, in respect of any Shares issued to RVP Holdco or its Affiliates to fund Transaction Expenses: (a) no more than £25 million in aggregate of the cash subscription monies for such Shares shall form part of the Class A Preference Amount; (b) the subscription price for such Shares shall be not less than the Class B Closing Price; and (c) the aggregate number of such Shares issued shall not exceed the quotient of (x) the aggregate cash subscription amount actually paid in respect of such Shares (up to a maximum amount of £25 million) divided (y) by the Class B Closing Price. For the purposes of this Section 10.9, "Class A Closing Shares", "Class A Preference Amount", "Class B Closing Price", "Class B Closing Shares", "Shares" and "Transaction Expenses" shall have the meaning given to them in the Topco Articles.

ARTICLE 11
MEMBER APPROVAL AND OTHER MATTERS

11.1. Majority Approval Matters. Neither the Manager nor the Company will, and each will cause the Company and the Topco Group not to, authorize, approve, enter into, consummate or otherwise take, and the Company will not (and the Manager shall procure that no member of the Topco Group shall) exercise any direct or indirect voting, consent or other governance right with respect to the Topco Group or the Company, as applicable, in favor of, any of the following actions without the prior written approval of the Required Members:

11.1.1. fundamentally changing the business of the Topco Group;

11.1.2. effecting any reclassification, recapitalization or restructuring of the equity of Topco;

11.1.3. entering into any agreement or transaction (or amendment thereto) between the Company or any member of the Topco Group, on the one hand, and the Manager, RVP Holdco or any of their respective Affiliates, on the other hand, other than (a) agreements or transactions that are expressly contemplated or approved under this Agreement or the articles of association of Topco, in each case as they existed as at the date of this Agreement;

(b) the provision of customary director, manager and/or officer indemnification, exculpation and out-of-pocket expense reimbursement on terms substantially similar to those of other designated directors; or (c) transactions that are on an arms-length basis;

11.1.4. changing the U.S. tax entity classification of the Company or Topco;

11.1.5. effecting any voluntary bankruptcy or dissolution of the Company or any member of the Topco Group; or

11.1.6. issuing any equity securities in any subsidiary of Topco (other than an issuance to another member of the Topco Group).

11.2. Fundamental Approval Matters. Neither the Manager nor the Company will, and each will cause the Company and the Topco Group not to, authorize, approve, enter into, consummate or otherwise take, and the Company will not (and the Manager shall procure that no member of the Topco Group shall) exercise any direct or indirect voting, consent or other governance right with respect to the Topco Group or the Company, as applicable, in favor of, any of the following actions without the prior written approval of (a) RVP Holdco, (b) the Required Members (excluding, for the purposes of this limb (b), any such Units held by a Significant Member) and (c) each Significant Member:

11.2.1. amending, modifying or waiving any provision of the Company's organizational or governing documents in a manner that would be adverse to a Member, as compared to similarly situated Members;

11.2.2. amending, modifying or waiving any provision of any member of the Topco Group's organizational or governing documents in a manner that would be adverse and disproportionate to a Member (on a look-through basis) as compared to RVP Holdco;

11.2.3. amending, modifying or waiving any drag-along provisions that would impose disproportionate indemnification obligations, rollover requirements, restrictive covenants or other burdens on a Member as compared to other similarly situated Members;

11.2.4. effecting any reclassification, recapitalization or restructuring of the equity of the Company (except as expressly permitted by this Agreement);

11.2.5. effecting any reclassification, recapitalization or restructuring of the equity of Topco in a manner that would be adverse and disproportionate to a Member as compared to RVP Holdco;

11.2.6. issuing equity securities of any member of the Topco Group to Ridgeview (or its Affiliates) or any third party on terms not offered to the Members on a look-through *pro rata* basis, unless in accordance with the terms of Article [5.4] of the Topco Articles;

11.2.7. implementing any reduction of capital, equity cancellation or similar transaction by any member of the Topco Group that (a) adversely and disproportionately affects the Members as compared to RVP Holdco or (b) which would reasonably be expected to materially impair the ability of any member of the Topco Group to fund its approved business plan or satisfy its obligations as they become due in the ordinary course of business;

11.2.8. making non-pro rata distributions, dividends, redemptions or repurchases of equity not made in accordance with the Topco Articles (in the case of Topco) or this Agreement (in the case of the Company);

11.2.9. settling any material tax audits or disputes of the Company or any member of the Topco Group that materially and disproportionately adversely affects the Members as compared to RVP Holdco; or

11.2.10. making any voluntary election or taking any other voluntary action in respect of the Company or any member of the Topco Group that would materially and disproportionately increase the tax liabilities of a Member as compared to other similarly situated Members.

11.3. Significant Member Approval Matters. Notwithstanding anything to the contrary in this Agreement, neither the Manager nor the Company will, and each will cause the Company and the Topco Group not to, exercise any direct or indirect voting, consent or other governance right with respect to the Topco Group or the Company, as applicable, in favor of any of the following actions without the prior written approval of each Significant Member:

11.3.1. hiring or terminating the chief executive officer, chief financial officer or chief product officer of the Topco Group;

11.3.2. making any material capex expenditures outside of the Topco Board's approved capex budget;

11.3.3. terminating any material contracts of the Topco Group (other than in accordance with their respective terms); or

11.3.4. making any dividend or distribution by a member of the Topco Group, other than to another member of the Topco Group.

11.4. Closing Indebtedness. The Company and the Manager will exercise, and will cause to be exercised, all rights and powers available to them with respect to the Topco Group, to procure that the Topco Group shall not have (when aggregated across all members of the Topco Group), at the Closing, funded indebtedness in an aggregate principal amount in excess of £150,000,000, with the quantum of such funded indebtedness (subject to the aforementioned £150,000,000 cap) to be determined by Ridgeview in its sole discretion.

11.5. Pre-emptive Rights. If any member of the Topco Group proposes to issue or sell (other than to another member of the Topco Group) any equity security or any option, warrant, convertible security or other right to acquire any units or other equity security (collectively, "New Securities"), the Manager shall, or shall cause a member of the Topco Group to, offer each Member the opportunity to fund, through an additional Capital Contribution, its *pro rata* portion (based on Percentage Interests) of the amount required to permit the Company to acquire on a look-through basis such Member's pro rata share of such New Securities, on the same price and other terms applicable the purchaser of such New Securities; provided, that New Securities shall not include any securities to which pre-emptive rights do not apply pursuant to Section [5.4] of the Topco Articles. Each such offer will remain open for at least 20 Business Days after delivery of written notice describing in reasonable detail the number and type of New Securities, the purchase price and the material terms of the proposed issuance (provided, that if any Member does not take up its pro-rata entitlement, the amount of any excess securities not subscribed for by Members pursuant to this Section 11.5 shall be offered to the other Members pro-rata, such process to be repeated until no Member is willing to subscribe for any remaining excess securities, and the Manager shall procure that any time limits imposed by a member of the Topco Group in respect of such pre-emptive issuance are extended as necessary to facilitate this process). If a Member has exercised its rights to subscribe for such New Securities in accordance with the terms of this Section 11.5, the Manager shall issue or re-allocate Units in the Company to ensure that the relevant Member obtains the benefit (on a look-through basis) of such number of New Securities so subscribed for by the Company on behalf of the relevant Member. For the avoidance of doubt, the Company shall not be entitled to issue any additional Units except (a) where expressly Authorized by a provision of this Agreement or (b) with the consent of the Required Members (provided that any additional units authorized for issue by the Required Members under this limb (b) shall be offered *pro rata* to each Member). Notwithstanding the foregoing, if, due to an emergency, any member of the Topco Group determines in good faith that immediate action is required in connection with any issuance or sale of New Securities and compliance with the notice and election procedures set forth in this Section 11.5 would reasonably be expected to jeopardize such issuance or sale, a member of the Topco Group may issue or sell such New Securities without first complying with such procedures. Promptly following such issuance, the Manager shall notify the Members of such issuance or sale and shall offer each Member the opportunity, for a period of not less than 15 Business Days, to make an additional Capital Contribution in an amount sufficient to acquire, through the Company, its pro rata share (based on Percentage Interests) of such New Securities on the same economic terms. Upon receipt of such Capital Contribution, the Manager shall issue or re-allocate Units in the Company so that the participating Member receives the economic benefit, on a look-through basis, of its *pro rata* share of such New Securities. To the extent a Member does not elect to participate within such period, such Member shall be deemed to have waived its rights with respect to such issuance.

11.6. Exercise of Topco Rights. The Manager shall procure that Topco enters into and maintains in effect the Topco Articles or other applicable organizational documents governing Topco and its governance that give effect to the rights set forth in this Article 11 and Article 14. The Company will, and the Manager shall procure that each member of the Topco Group shall, exercise its voting, consent, appointment, preemptive, tag-along, drag-along and other rights with respect to the Topco Group in a manner consistent with this Agreement and the Topco Articles and will not agree to any amendment, waiver or termination of any such rights except in accordance with this Agreement. The Manager shall further procure that Members be given the opportunity to consider and exercise any of their "look-through" rights in Topco, whether arising pursuant to the terms of the Topco Articles or this Agreement.

11.7. Board Reserved Matters. The Manager shall procure that, in respect of each member of the Topco Group, the matters set out in Schedule 2 of the Topco Articles shall, subject to the terms of the Topco Articles, be matters which must be considered and (if thought fit) approved by the Topco Board.

11.8. Equity and Class Rights in Topco. The Manager shall procure that no amendments be made to either (a) the rights expressly afforded to holders of equity in Topco or (b) the rights attaching to the equity in Topco (in each case, as set out in the Topco Articles as at the date of this Agreement), except as expressly permitted by the Topco Articles or this Agreement.

ARTICLE 12
MEMBER REPRESENTATIONS AND WARRANTIES

Each Member hereby represents and warrants to the Manager and the Company as follows:

12.1.1. Member Representations and Warranties.

(a) This Agreement has been duly and validly authorized, executed and delivered by such Member and is a legal, valid and binding agreement of it enforceable against such Member in accordance with its terms, except to the extent that enforcement is limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights generally and by general principles of equity and that such Member is duly authorized and empowered to execute, deliver and perform this Agreement and that such action does not conflict with or violate any provision of law, rule or regulation, contract, deed of trust or other instrument to which it is a party or to which any of its property is subject.

(b) There is not pending or, to the best of such Member's knowledge, threatened, any action, suit or proceeding before or by any court or other governmental or self-regulatory authority to which such Member is a party that might reasonably be expected to have a material adverse effect on the Company.

(c) To the best of such Member's knowledge, no consent, approval or authorization of, or filing, registration or qualification with, any court or governmental authority on the part of such Member is required for the execution and delivery of this Agreement by such Member and the performance of his, her or its obligations and duties hereunder.

(d) Such Member understands that his, her or its interests in the Company have not been registered under the Securities Act, the securities laws of any state thereof or the securities laws of any other jurisdiction, nor is registration of the interests in the Company contemplated, and no U.S. federal or state agency or exchange has reviewed the private placement of the interests or made any finding or determination as to the fairness of an investment in the interests. Such Member has such knowledge and experience in financial and business matters to be capable of evaluating the risks of an investment in the interest.

(e) In the case of any Member which is a natural person, such Member's overall investment in the Company and other investments that are not readily marketable is not disproportionate to such Member's net worth and such Member has no need for immediate liquidity in such Member's investment in the Company.

(f) Such Member understands and agrees further that such Member will not be able to voluntarily withdraw any portion of his, her or its interests in the Company, which interests in the Company must be held indefinitely unless transferred in accordance with the terms of this Agreement, subsequently registered under the Securities Act, the securities laws of any state and the securities laws of any other jurisdiction or an exemption from registration under the Securities Act and those laws covering the sale of such interests is available; that even if such an exemption is available, the assignability and transferability of his, her or its interests in the Company will be governed by this Agreement, which imposes substantial restrictions on transfer; that legends stating that his, her or its interests in the Company have not been registered under the Securities Act and those laws and setting out or referring to the restrictions on the transferability and resale of the interests in the Company will be placed on all documents, if any, evidencing such interests in the Company.

(g) Such Member acknowledges that his, her or its interests in the Company are speculative investments that involve a substantial degree of risk of loss, and in the case of a Member which is a natural person, such Member represents that he or she can afford to bear the risks of an investment in the interests in the Company, including the risk of losing such Member's entire investment.

(h) Other than as set out in this Agreement, the Circular, documents published as part of the Rollover Transaction or as otherwise may be required by applicable law in connection with the Rollover Transaction, such Member acknowledges and agrees that no Covered Person has made any guarantee, representation or warranty to such Member (including any guarantee, representation or warranty that an investment in the Company will be profitable, that such an investment does not involve substantial risk of loss of capital or that such investment is suitable for the Member) in connection with the Member's proposed investment in the Company.

(i) If such Member is a married individual, he or she has delivered to the Company a duly executed copy of a spousal consent in substantially the form attached hereto as Exhibit A.

12.1.2. Indirect Ownership. Such Member understands that such Member's ownership of the interests in the Company is not equivalent to direct ownership of any member of the Topco Group. Through their interests in the Company, such Member will only be entitled, on the terms and subject to the conditions set forth in this Agreement, to indirectly share in the economic profits or losses associated with the Company's interest in the Topco Group, and will not be entitled to directly exercise any of the non-economic rights associated with any member of the Topco Group.

12.1.3. Further Documentation and Representations. Upon the Manager's request, such Member shall, as soon as reasonably practicable, provide the Manager with such additional information, documentation representations, or warranties relating to its interests in the Company as the Manager may reasonably deem necessary in order for the

Manager and/or Company to comply with applicable law and/or discharge any obligation or requirement of any governmental agency.

12.1.4. Reliance. Each Member acknowledges that the Manager, the Company and the other Members will rely on such information, representations and warranties in entering into this Agreement.

ARTICLE 13
COVENANTS OF MEMBERS

13.1. Permitted Activities.

13.1.1. No Restrictions Generally. Each of the Members and their respective Affiliates, and the foregoing Persons' respective directors, officers, employees, partners, managers, members, and Affiliates may engage, or own equity interests, in other business ventures of every kind and description that are not connected with the Company, and none of the Company, any other Member, or any other Person shall have any rights in or to such other business ventures or the income or profits therefrom by virtue of this Agreement.

13.2. Non-Disclosure.

13.2.1. Confidential Information. Each of the Members and the Manager agrees that it will keep confidential, and will not disclose in any manner whatsoever in whole or in part, the Confidential Information, except that each of the Members and the Manager will be permitted to disclose such information: (a) to its directors, officers, and employees, and its Affiliates' existing and prospective agents and representatives who need to be familiar with such information in connection with such Person's investment in the Company and who are charged with an obligation of confidentiality, (b) to its and its Affiliates' existing and prospective partners, members, and investors, so long as they are required to keep such information confidential on terms equivalent to the confidentiality provisions set forth herein, (c) to any regulatory agency to which such Person is subject, (d) to the extent required by applicable law, regulation or rule of any self-regulatory organization, (e) to the extent necessary for the enforcement or defense of any right of such Person arising under this Agreement, (f) to any prospective purchaser of any portion of such Person's interests in the Company who could be permitted to purchase such Person's interests in the Company pursuant to Article 14, so long as such prospective purchaser agrees to keep such information confidential on the terms set forth herein, and (g) to any other Member; provided, that, to the extent such Person is required to disclose such information to any regulatory agency or pursuant to any applicable law, regulation, or rule of any self-regulatory organization, such Person will, to the extent legally permissible, notify the Company and the other Members of such requirement such that any Member or the Company may seek, at its own expense, a protective order or other remedy, and such disclosing Person will provide reasonable assistance therewith; provided, further, that if such disclosing Person remains legally required to make such disclosure, it will only disclose the portion of the information that it is required to disclose, and will use commercially reasonable efforts to ensure that such information is afforded confidential treatment.

13.2.2. Protection of Company Documents. The Members agree that all documents, records, tapes, and other media of every kind and description embodying Confidential Information of the Company or any other member of the Company Group, and any copies, in whole or in part, thereof (the "Company Documents"), which have been prepared by the Company or a member of the Company Group will be the sole and exclusive property of the Company or such other member of the Company Group, as applicable. The Members will, and will cause their respective directors, officers, employees, partners, managers, shareholders, Members, agents, representatives, and Affiliates to, safeguard all Company Documents in their possession or control. Upon the written request of the Company, the Members will surrender, or cause to be surrendered at (a) the time such Person ceases to be a Member, (b) the time of the termination of this Agreement, or (c) such other time or times as the Company may specify, all Company Documents then in the possession or control of such Member or any of its directors, officers, or employees; provided, that such Member may retain such Company Documents to the extent required to comply with applicable law, regulation, rule, or documentation retention policies or procedures, including any requirement to retain email on an automated email archival system or relating to the safeguarding or backup storage of electronic data.

13.3. Non-Disparagement. Each of the Members and the Manager agrees that it will not, and will procure that their Affiliates will not, publicly disparage or criticize, as applicable, the Manager and its Affiliates, the Company Group, any Significant Member, or the management, business, or products of the Company Group; provided, that this Section 13.3 will not limit the Manager's or any Member's (or their respective Affiliates') right to make disclosures or other statements (a) to the extent required by applicable law, regulation, or rule of any self-regulatory organization, subject to providing the Manager, Company Group or the Significant Member (as applicable) with advanced notice thereof to the extent legally permissible and using commercially reasonable efforts to cooperate with the Manager (at the Manager's expense), any Company Group efforts (at the Company Group's expense), or Significant Member's efforts (at the Significant Member's expense), to obtain confidential treatment with respect to such disclosure or other statement or (b) to the extent necessary for the enforcement or defense of the Manager's or such Member's rights arising under this Agreement. The provisions of this Section 13.3 shall only apply to a Member for so long as the Member continues to hold one or more Units.

ARTICLE 14
TRANSFERS OF UNITS

14.1. General Restrictions. Except as expressly permitted by this Article 14, no Member may Transfer all or any portion of its Units without the prior written approval of the Manager. Any purported Transfer in violation of this Article 14 will be void and of no force or effect and will not be recognized by the Company.

14.2. Lock-Up; Permitted Transfers. Prior to the fifth anniversary of the Closing, no Member may Transfer any portion of its Units without the prior written approval of the Company; provided, that a Member may Transfer all or any portion of its Units to an Affiliate of such Member if (a) such transferee executes a joinder to this Agreement, (b) the transferor remains liable for the obligations of the transferee hereunder and (c) if such transferee ceases to be an Affiliate of the transferor, such transferee immediately Transfers such Units back to the transferor or another Affiliate thereof; provided, further, that a Member who is a natural person may Transfer all or any portion of its Units (x) to a trust, family limited partnership or other estate-planning vehicle for the benefit of such Member or members of such Member's immediate family or (y) upon the death of such Member, by will or intestate succession, in each case, so long as such transferee executes a joinder to this Agreement and such Units remains subject to all of the restrictions and obligations applicable to such Member hereunder. Prior to the fifth anniversary of Closing, neither the Manager, the Company nor any member of the Topco Group shall institute or facilitate a process for the sale of any Units (whether at the request of a Member or otherwise) unless every Member is afforded the opportunity to participate in such sale process on a pro rata basis. Notwithstanding anything to the contrary in this Agreement, a Transfer of Units by the trustee of any employee share incentive plan, employee benefit trust or similar arrangement established in respect of shares in [Piston] (or any successor thereto) to the applicable beneficiary thereof (or, following the death of such beneficiary, to such beneficiary's personal representatives or estate), in each case where such Transfer is required or permitted pursuant to the terms of such plan or arrangement, shall constitute a Permitted Transfer; provided that (a) such transferee executes a joinder to this Agreement in form reasonably satisfactory to the Manager, (b) such Units shall remain subject to all of the terms and conditions of this Agreement (including the Lock-Up Period and the transfer restrictions set forth in this Article 14) as if no such Transfer had occurred, and (c) such Transfer shall not permit or facilitate any sale, transfer or other disposition of such Units that would otherwise be prohibited by this Agreement.

14.3. Transfers Following Lock-Up. Following the fifth anniversary of the Closing, a Member may Transfer its Units only if (a) such Transfer is of all, and not less than all, of the Units then held by such Member, (b) the proposed transferee is not a Competitor (other than in connection with the exercise of the tag-along or drag-along rights set forth in Section 14.5 and Section 14.6), (c) the procedures set forth in Section 14.3.1 have been satisfied and (d) the proposed transferee executes a joinder to this Agreement and otherwise satisfies the requirements of this Article 14.

14.3.1. Right of First Offer. Before effecting any Transfer permitted by Section 14.3, the transferring Member (the "Transferring Member") will deliver written notice (a "Transfer Notice") to the Manager describing the interest proposed to be Transferred and the material terms on which the Transferring Member proposes to effect such Transfer. For a period of 30 Business Days following receipt of the Transfer Notice, the Manager or its designee will have the exclusive right to negotiate with the Transferring Member regarding a purchase of such interest. If the Manager and the Transferring Member do not enter into a definitive agreement during such period, the Transferring Member may, during the following 120 days, enter into a definitive agreement to Transfer such interest to a third party on terms, taken as a whole, no more favorable to such third party than the terms last offered to the Manager. If a definitive agreement is not signed within such 120 day period or any such Transfer is not consummated within 90-days of the entry into such definitive agreement, the proposed Transfer will again be subject to this Section 14.3.1.

14.3.2. Loss of Significant Member Rights. Notwithstanding anything to the contrary in this Agreement, following any Transfer by a Significant Member to an unaffiliated third party (absent the prior written approval of the Manager) which would otherwise result in that transferee becoming a Significant Member, the transferee will not have any right specifically granted to a Significant Member under this Agreement, including any approval, board appointment, consultation, information or exit right. For the avoidance of doubt, the provisions of this Section 14.3.2 shall not apply in respect of any Transfer by a Member to an Affiliate of such Member.

14.4. Ridgeview and Topco Group Transfer Restriction. During the period commencing on the Closing and ending on the date that is 18 months after the Closing, the Manager will not, and will cause RVP Holdco and each member of the Topco Group not to (a) Transfer (including in any Drag-Along Sale or Qualified IPO) any equity interest in any member of the Topco Group to an unaffiliated third party or (b) sell or otherwise transfer a majority of the aggregate assets of the Topco Group (any such majority asset sale or transfer, a "Majority Divestment"), without the prior written approval of each Significant Member, other than either (i) in respect of any Transfers by RVP Holdco, a Transfer to an Affiliate of RVP Holdco that remains subject to the same restrictions and obligations applicable to RVP Holdco or (ii) in respect of any Transfer by a member of the Topco Group, to another wholly-owned member of the Topco Group. The Manager shall procure that (a) any consideration received in connection with a Majority Divestment in accordance with this Section 14.4 shall be allocated *pro rata* between RVP Holdco and the Company (based on their respective look-through interests at the relevant time) and (b) RVP Holdco does not receive any consideration from such Majority Divestment that is not also offered to, or received by, the Company on the same terms (whether on a look-through basis or otherwise), subject to the liquidation preference in Topco's Articles applicable to RVP Holdco.

14.5. Tag-Along Rights. At any time following the date that is 18 months after the Closing (unless otherwise approved in writing by each Significant Member), if RVP Holdco proposes to Transfer to any unaffiliated third party (or to an Affiliate in a transaction in which carried interest is payable), any equity interests in Topco in a transaction that is not a Drag-Along Sale (as defined below), the Manager will cause RVP Holdco to provide the Company with written notice of the proposed Transfer (at least 15 Business Days in advance of such Transfer) and the Members will have the right to participate in such Transfer, on the same terms and conditions and in the same proportion as RVP Holdco, with respect to a proportionate amount of the Topco equity held by each such Member on a look through basis, by providing written notice to the Company within 15 Business Days of receipt of such notice from RVP Holdco; provided, that (a) no Member is required to provide representations, warranties, covenants or indemnities other than several representations regarding title, authority, capacity and absence of liens, (b) any indemnification obligation of a Member arising under limb (b) is several and does not exceed the proceeds received by such Member and (c) no Member is required to enter into any noncompetition, nonsolicitation or other restrictive covenant. The Company will (a) allocate the proceeds arising from such participation among the applicable Members in accordance with their respective Percentage Interests and (b) re-allocate or cancel Units in respect of such participating Member accordingly, so as to reflect the participating Member's reduced interest (on a look-through basis) in Topco equity. Where there is any conflict between the provisions of this section and the tag-along provisions contained in Topco's Articles (as such Topco Articles exist as of the date of this Agreement), the provisions of the Topco Articles (as such Topco Articles exist as of the date of this Agreement) shall take precedence in relation to the operation of such tag-along procedures.

14.6. Drag-Along Rights. At any time following the date that is 18 months after the Closing (unless otherwise approved in writing by each Significant Member), and provided RVP Holdco continues to hold, directly or indirectly, at least 75% of the equity interests in Topco held by RVP Holdco as of Closing, if RVP Holdco approves a bona fide and arms' length sale of all its equity interests in Topco (the economic terms of which are supported by a fairness opinion or other fair market valuation provided by a reputable investment bank retained by Topco with the approval of RVP Holdco and a Significant Member (if any)) to an unaffiliated third party and, in connection therewith, proposes that the Company also sells all of its equity interests in Topco (a "Drag-Along Sale"), the Manager may require the Company and each Member to take all actions reasonably necessary to consummate and support the Drag-Along Sale, including voting in favor of, consenting to and refraining from exercising dissenters', appraisal or similar rights with respect to the Drag-Along Sale; provided, that (a) the Company and the Members receive the same form and amount of consideration per unit of indirect economic interest as RVP Holdco, subject to the liquidation preference in Topco's Articles applicable to RVP Holdco, (b) no Member is required to provide representations, warranties, covenants or indemnities other than several representations regarding title, authority, capacity and absence of liens, (c) any indemnification obligation of a Member arising under limb (b) is several and does not exceed the proceeds received by such Member and (d) no Member is required to enter into any noncompetition, nonsolicitation or other restrictive covenant. The Company will allocate the proceeds arising from such Drag-Along Sale among the Members in accordance with their respective Percentage Interests. Where there is any conflict between the provisions of this section and the drag-along provisions contained in Topco's Articles (as such Topco Articles exist as of the date of this Agreement), the provisions of the Topco Articles (as such Topco Articles exist as of the date of this Agreement) shall take precedence in relation to the operation of such drag-along procedures.

14.7. Qualified IPO. In connection with any Qualified IPO, the Manager shall procure that: (A) each Member receives, directly or indirectly and on a look-through basis, the same class of publicly traded equity securities (or economically equivalent securities) received in respect of such Member's indirect interest in Topco as similarly situated equityholders of Topco, subject to any differences arising from the organizational, tax or regulatory structure implemented in connection with such Qualified IPO (but accounting for the liquidation preference in Topco's Articles applicable to RVP Holdco, if applicable); (b) each Member (or the Company for the benefit of the Members, as applicable) is granted customary registration rights with respect to such publicly traded securities, including customary demand, piggyback and shelf registration rights (to the extent customary for similarly situated shareholders), subject to customary underwriter cutbacks, blackout periods and other customary limitations; (c) any lock-up arrangements applicable to the Members in connection with such Qualified IPO are no more restrictive than those imposed on similarly situated equityholders of Topco (or such parent entity); and (d) the Company and the Members are afforded such other rights and protections in connection with such Qualified IPO as are customary for similarly situated holders of the same class of equity. Notwithstanding anything to the contrary in this Agreement, in connection with a Qualified IPO, the Manager may, and shall procure that the Topco Group may, implement such corporate, partnership or other organizational restructuring, recapitalization, exchange, merger, reorganization, redomiciliation or other transaction as the Manager determines in good faith is reasonably necessary or desirable to facilitate, effect or optimize such Qualified IPO (including the insertion of one or more holding companies above Topco, the exchange of equity securities, the conversion or reclassification of equity interests, the migration of the jurisdiction of organization of any member of the Topco Group or the Company, or the transfer of assets or equity interests among members of the Topco Group); provided that no such transaction shall materially and adversely affect the economic rights of any Member under this Agreement as compared to any other similarly situated Member or member of RVP Holdco.

14.8. Significant Member Exit Right. If a Drag-Along Sale or Qualified IPO has not been consummated on or prior to the fifth anniversary of the Closing, the Manager shall procure that each Significant Member shall have the right, by notice in writing to the Topco Board (each such notice, a "Liquidity Notice"), to require the Topco Board to initiate a bona fide arm's length sale process in respect of the Topco Group (or all or substantially all of its assets or equity) or a Qualified IPO (a "Sale Process"). Upon delivery of such Liquidity Notice, the Manager will procure that the Topco Board commence and conduct in good faith a Sale Process as may be in the best interests of the Topco Group, including: (i) engaging a nationally recognized investment bank in connection with such Sale Process; (ii) causing the Topco Group to keep each Significant Member reasonably informed with respect to the Sale Process initiated in connection therewith, including providing each Significant Member with any documents or agreements related to the Sale Process as reasonably requested; (iii) directing the investment bank to establish procedures to effect the Sale Process with the objective of achieving the greatest practicable proceeds for the Topco Group within a reasonable period of time; (iv) reasonably consulting with each Significant Member with respect to selecting a bid or proposal received in connection with the Sale Process; and (v) otherwise take, or cause to be taken, all reasonable actions and to do, or cause to be done, all things reasonably necessary or desirable to effect a successful Sale Process. In the event any such sale or a Qualified IPO is not consummated within 12 months of the delivery of any such Liquidity Notice to the Topco Board, each Significant Member shall have the right to resubmit another Liquidity Notice, which shall continue or restart, as applicable, such Sale Process. If applicable, the tag-along and drag-along provisions of Section 14.5 and Section 14.6 will apply to any sale resulting from such process.

14.9. Admission of Transferees. A transferee of any Units will be admitted as a substituted Member only upon (a) execution and delivery of a joinder to this Agreement in form reasonably satisfactory to the Manager, (b) delivery of such tax, anti-money laundering, sanctions and know-your-customer information as the Manager may reasonably request and (c) satisfaction of the other applicable requirements of this Agreement. Upon admission, such transferee will succeed to the applicable Capital Account to the extent attributable to the transferred interest.

14.10. Tax and Regulatory Restrictions. No Transfer will be permitted if the Manager determines in good faith that such Transfer would or would reasonably be expected to (a) cause the Company to be treated as a "publicly traded partnership" for U.S. federal income tax purposes, (b) cause the Assets to be treated as "plan assets" for purposes of Title I of ERISA or Section 4975 of the Code, (c) violate any applicable securities, sanctions, anti-money laundering or other law or (d) result in a failure to comply with any applicable tax withholding or filing obligation, including Section 1446(f) of the Code.

14.11. Expenses. Notwithstanding any other provision of this Agreement, if any Member or its respective equity holders proposes to, directly or indirectly, Transfer all or any portion of its Units, then such transferor will be obligated to pay, and from time to time upon the request of the Company, will promptly reimburse the Company for, all reasonable legal and other third-party expenses (including costs of background checks on proposed transferees) that have been incurred by the Company in connection with such proposed Transfer.

14.12. Obligations and Rights of Transferees and Assignees. Any Person who acquires in any manner whatsoever the interest (or any part thereof) of any Member in the Company, irrespective of whether such Person has accepted and assumed in writing the terms and provisions of this Agreement, (a) will be deemed, by acceptance of the benefit of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement, with the same force and effect as any predecessor in interest in the Company, (b) will have only such rights as are provided in this Agreement, and (c) without limiting the generality of the foregoing, will not (i) have the value of his, her, or its interest in the Company separately ascertained or (ii) receive the value of such interest, or, in lieu thereof, profits attributable to any right in the Company, in each case except as set forth in this Agreement.

14.13. Non-Recognition of Certain Transfers; Forfeiture of Interests. Notwithstanding any other provision of this Agreement, any Transfer of any interest in the Company in contravention of any of the provisions of this Agreement will be void and ineffective, and will not bind, or be recognized by, the Company.

14.14. Required Amendments. If and to the extent any Transfer of an interest in the Company is permitted hereunder, this Agreement (including Schedule I) will be amended to the extent strictly necessary and solely to reflect the admission to the Company of the transferee Member and the resignation of the transferor Member.

14.15. Compliance with Securities Laws. Notwithstanding any provision of this Agreement to the contrary, no Transfer of any interest in the Company may be made except in compliance with the then applicable federal and state securities laws.

ARTICLE 15
TERMINATION

15.1. Events of Dissolution. Upon the occurrence of any Dissolution Event, the Company will have its affairs wound up. The Company will not terminate until (a) the Assets have been distributed as provided herein and (b) the Company has been dissolved in accordance with the Act and any filings required under the Act have been made with the Registrar of Limited Liability Companies of the Cayman Islands.

15.2. Application of Assets. After the occurrence of any Dissolution Event, the Company will conduct only such activities as are necessary to wind up its affairs (including the sale of the Assets in an orderly manner and the satisfaction of the liabilities of the Company), and the assets of the Company will be applied in the manner and in the order of priority set forth in Section 8.2.

15.3. Term. For the avoidance of doubt, the term specified in this Agreement shall not constitute a term fixed for the duration of the Company for the purposes of section 36(1)(a) of the Act, nor shall the expiry of such term constitute a relevant event for the purposes of section 36(1)(b) of the Act. The winding of the affairs of the Company detailed in Section 15.2 (the "Liquidation

Process”) shall not constitute a formal voluntary winding up of the Company pursuant to Part 8 of the Act.

15.4. Liquidation Determination. Following completion of the Liquidation Process, the Manager may make a determination (at such time as they may determine, in its sole discretion), to commence the voluntary winding up of the Company (a “Formal Liquidation Determination”). Such Formal Liquidation Determination shall constitute a relevant event for the purposes of section 36(1)(b) of the Act.

ARTICLE 16
MISCELLANEOUS

16.1. Notices. Except as otherwise specified in this Agreement, any notice required to be given pursuant to this Agreement will be given in writing. Any notice, consent, approval, demand or other communication in connection with this Agreement will be deemed to be given if given in writing (including by email) addressed as provided below (or to the addressee at such other address as the addressee will have specified by notice provided in accordance with this Section 16.1) (a) on the Business Day so delivered (or, if such day is not a Business Day, on the first subsequent Business Day), if delivered by email or (b) one Business Day after the date so delivered (or, if such day is not a Business Day, on the immediately subsequent Business Day), if delivered by overnight Federal Express or other overnight mail service, postage prepaid;

If to the Company or the Manager to it at:

[redacted]

If to a Member, to it at the address and/or email set forth opposite such Member's name on Schedule I.

Sections 8 and 19(3) of the Electronic Transactions Act (As Revised) of the Cayman Islands shall not apply to this Agreement or to any notice or other communication given or made hereunder or otherwise in connection herewith.

16.2. Further Assurances. The parties to this Agreement will execute and deliver such further instruments and do such further acts and things as may be reasonably required to implement and give full effect to this Agreement.

16.3. Binding Provisions. The covenants and agreements contained herein will be binding upon, and inure to the benefit of, the heirs, legal representatives, successors, and permitted assigns of the respective parties hereto.

16.4. Amendments.

(a) This Agreement will not be amended without the prior written consent of the Required Members and the Manager; provided, that the Company may, with the prior written consent of the Manager and subject to any other consent required by this Agreement, amend Schedule I to reflect any issuance, cancellation or re-allocation of Units, or Transfer effected in accordance with this Agreement.

(b) Notwithstanding the foregoing, this Agreement may not be amended in any manner that would (i) increase a Member's Capital Contributions hereunder or (ii) by its express terms affect a Member adversely and disproportionately to the other Members without, in each case ((i)-(ii)), the prior written consent of such Member (unless such amendment is expressly permitted pursuant to the terms of this Agreement).

(c) Outside of this Agreement, the Manager shall be permitted (with the consent of a Significant Member) to agree additional or varying terms and conditions with respect to a particular Member regarding the subject matter of this Agreement without offering the same terms to any other Member(s).

16.5. Course of Dealing; No Implied Waivers. The failure by any party hereto to insist upon or to enforce any of its rights will not constitute a waiver thereof, and nothing will constitute a waiver of such party's right to insist upon strict compliance with the provisions hereof. No delay in exercising any right, power, or remedy created hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or remedy by any such party preclude any other or future exercise thereof or the exercise of any other right, power, or remedy. No waiver by any party hereto of any breach of or default in any term or condition of this Agreement will constitute a waiver of or assent to any succeeding breach of or default in the same or any other term or condition hereof. Each party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement, but only if such waiver is evidenced by a writing signed by such party.

16.6. Exculpation; Indemnification.

(a) Exculpation. Provided that the Covered Person has acted in good faith, in its, his, or her respective capacities, no Covered Person will be liable, responsible, or accountable, in damages or otherwise, to the Company, to the Manager, or to any Member for any damage, loss, liability, deficiency, diminution in value, action, suit, claim, proceeding, investigation, audit, demand, assessment, fine, judgment, cost, or other expenses (including legal fees and expenses) of any nature whatsoever (collectively, "Liability") that arises out of, relates to, or is in connection with any act performed or omitted to be performed by it, him, or her pursuant to the authority granted by this Agreement, except to the extent that there has been a final judgment (including by plea of guilty or *nolo contendere*) entered by a court of competent jurisdiction, determining that the action or inaction of such Covered Person constituted actual fraud, gross negligence (as defined under the laws of the State of Delaware, United States), willful misconduct, material breach of this Agreement, or breach of a fiduciary duty owed by such Covered Person, if any.

(b) Indemnification by the Company. Provided that the Covered Person has acted in good faith, the Company will indemnify, defend, and hold harmless, to the fullest extent permitted by applicable law, each Covered Person from and against any Liability incurred by such Covered Person by reason of any act performed or omitted to be performed by the Covered Person pursuant to the authority granted by this Agreement and from liabilities or obligations of the Company imposed on such Covered Person by virtue of such Covered Person's position with the Company, except to the extent that there has been a final judgment (including by plea of guilty or *nolo contendere*) entered by a court of competent jurisdiction, determining that the action or inaction of such Covered Person constituted actual fraud, gross negligence (as defined under the laws of the State of Delaware, United States), willful misconduct, material breach of this Agreement, or breach of a fiduciary duty owed by such Covered Person, if any; provided, that (i) the Company (A) will, subject to Section 10.7, fund any indemnification obligations under this Section 16.6(b) solely out of, and to the extent of, the Assets and (B) will not make any request for additional Capital Contributions to fund any indemnification obligations under this Section 16.6(b), and (ii) no Member will have personal liability on account of any indemnification obligations of the Company or any of the Subsidiaries under this Section 16.6(b).

(c) Reliance. A Covered Person will be fully protected in reasonably relying in good faith upon such information, opinions, reports, or statements presented to the Company or any of the Subsidiaries by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company or any of the Subsidiaries, including information, opinions, reports or statements as to the value and amount of assets, liabilities, profits or losses or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid, as well as advice of legal counsel (as to matters of law), or of accountants (as to matters of accounting), or of investment bankers, accounting firms, or other appraisers. A Covered Person may also reasonably rely and will be fully protected in acting or refraining from acting upon (i) the records of the Company and any of the Subsidiaries; (ii) any approval or authorization granted by the Members; and (iii) any resolution, certificate, statement, instrument, opinion, agreement, report, notice, request, order, bond, debenture, or other paper or document reasonably believed by such Covered Person to be genuine and to have been signed or presented by the proper party or parties. This Section 16.6(c) will, in no manner, limit any Person's rights to rely on information to the extent provided in the Act.

(d) Advancement of Expenses. To the fullest extent permitted by applicable law, reasonable out-of-pocket expenses (including attorneys' fees) incurred by a Covered Person in defending any claim, demand, action, suit, or proceeding (relating to any matter for which indemnification may be available pursuant to this Section 16.6, other than a claim, demand, action, suit, or proceeding brought by the Company or any of the Subsidiaries or a Member against a Covered Person for such Covered Person's breach or violation of this Agreement) may, from time to time, be advanced by the Company (subject to Section 10.7) or any of the Subsidiaries prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the Company or any of the Subsidiaries of an undertaking by or on behalf of the Covered Person to repay such amount if it will ultimately be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 16.6.

(e) Limits on Fiduciary Duties. Except as expressly set forth in this Agreement, to the fullest extent permitted by law, (i) no Covered Person who is not an employee of the Company or any of the Subsidiaries will have any duties or liabilities, including fiduciary duties, to the Company or any of the Subsidiaries, any Member or any other Person bound by this Agreement, and (ii) the provisions of this Agreement, to the extent that they restrict or otherwise modify or eliminate the duties and liabilities, including fiduciary duties, of any Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person; provided, that this Section 16.6(e) will not eliminate the Manager's duty to act in good faith.

(f) Persons Entitled to Indemnity. The limitations on liability, indemnification, and advancement of expenses provided by, or granted pursuant to, this Section 16.6 will continue as to a Person who has ceased to serve in the capacity as to which this Section 16.6 applied and will inure to the benefit of the heirs, executors, administrators, successors, and assigns of such Person. Notwithstanding anything to the contrary, no Covered Person will be entitled to exculpation, indemnification, or advancement of expenses for any Liability actually incurred by such Covered Person that is attributable to (i) a proceeding initiated by such Covered Person against the Company or any of the Subsidiaries, except to the extent such proceeding was brought solely to enforce such Covered Person's rights to exculpation, indemnification, or advancement of expenses hereunder or (ii) a proceeding initiated by the Company or any of the Subsidiaries against an employee or former employee of the Company or any of the Subsidiaries.

(g) Fund Indemnitors. The foregoing right to the indemnity and advancement of expenses will be in addition to any rights that the Covered Persons may have at common law, pursuant to contract or otherwise (both as to action in his, her, or its official capacity and as to action in another capacity while holding such position or related to the Company or any of the Subsidiaries). It is hereby acknowledged that certain Covered Persons may have certain rights to indemnification, advancement of expenses and/or insurance provided by Persons other than the Company and the Subsidiaries (collectively, the "Fund Indemnitors"), and each of the Members, the Manager, and the Company hereby agrees that (i) the Company is the indemnitor of first resort (it being understood, for the avoidance of doubt, that the obligations of the Company and the Subsidiaries hereunder to the Covered Persons are primary and any obligation of the Fund Indemnitors to advance expenses or to provide indemnification (including through director and officer insurance policies) for the same expenses or liabilities incurred by the Covered Persons are secondary), (ii) the Company will, subject to Section 10.7, be required to advance the full amount of expenses incurred by such Covered Persons and will be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, without regard to any rights such Covered Persons may have against the Fund Indemnitors, and (iii) the Company irrevocably waives, relinquishes, and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation, or any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Fund Indemnitors on behalf of any Covered Person with respect to any claim for which such Covered Person has sought indemnification from the Company or any Subsidiary will affect the foregoing and the Fund Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Covered Person against such party. The Company, the Members, and the Manager agree that the Fund Indemnitors are express third-party beneficiaries of the terms of this Section 16.6(g).

(h) Generally. The provisions of this Section 16.6 will be applicable to all actions or proceedings made or commenced after the date of this Agreement. The provisions of this Section 16.6 will be deemed to be a contract between the Company and each Person entitled to indemnification under this Section 16.6 (or legal representative thereof) who serves in such capacity at any time while this Section 16.6 and the relevant provisions of applicable law, if any, are in effect. If any provision of this Section 16.6 is found to be invalid or limited in application by reason of any law or regulation, it will not affect the validity of the remaining provisions hereof. The rights of indemnification provided in this Section 16.6 will neither be exclusive of, nor be deemed in limitation of, any rights to which any Covered Person may otherwise be or become entitled or permitted by contract, this Agreement, or as a matter of law, both as to actions in such Covered Person's official capacity and actions in any other capacity. This Section 16.6 will not limit the right of the Company, to the extent and in any manner permitted by law, to indemnify and to advance expenses to, and purchase and maintain insurance on behalf of, Persons other than Covered Persons.

16.7. Survival. Notwithstanding anything to the contrary in this Agreement, (a) the provisions of Sections 6.3, 6.6, 8.6 and 16.6 will survive (i) the termination of this Agreement and (ii) the dissolution and termination of the Company and (b) each party hereto will continue to be subject to, and bound by, the terms and provisions of Section 6.3.3 and Section 16.6 after (i) the resignation or removal of any Person as a Member or Manager of the Company (including pursuant to any Transfer), (ii) the termination of this Agreement, and (iii) the dissolution and termination of the Company.

16.8. Venue; Service of Process; Certain Waivers. Each party hereto:

(a) irrevocably submits to the exclusive jurisdiction of the state courts of the State of Delaware and to the exclusive jurisdiction of the federal courts of the United States of America sitting in the State of Delaware for the purpose of any suit, action, or other proceeding arising out of or based upon this Agreement or the subject matter hereof;

(b) waives to the extent not prohibited by applicable law that cannot be waived, and agrees not to assert, by way of motion, as a defense or otherwise, in any such proceeding brought in any of the above-named courts, any claim that it is not subject personally to the jurisdiction of such court, that such proceeding is brought in an inconvenient forum, that the venue of such proceeding is improper, or that this Agreement, or the subject matter hereof, may not be enforced in or by such court;

(c) consents to service of process in any such proceeding in any manner at the time permitted by the laws of the State of Delaware and agrees that service of process by registered or certified mail, return receipt requested, at its address specified in or pursuant to Section 16.1 is reasonably calculated to give actual notice; and

(d) waives, to the extent not prohibited by applicable law that cannot be waived, any right it may have to claim or recover in any such proceeding any special, exemplary or punitive damages.

16.9. WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HERETO WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT OR THE CONDUCT OF THE PARTIES, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT, OR OTHERWISE. Each party hereto acknowledges that it has been informed by the other parties that the foregoing sentence constitutes a material inducement upon which the other parties have relied and will rely in entering into this Agreement. Each party hereto may file an original counterpart or a copy of this Agreement with any court as written evidence of the consent of the parties to the waiver of their rights to trial by jury.

16.10. Interpretation; Governing Law; etc.

16.10.1. This Agreement, and any issue, claim or proceeding arising out of or relating to this Agreement or the conduct of the parties, whether now existing or hereafter arising and whether in contract, tort, or otherwise, will be governed by and construed in accordance with the laws (other than the conflict of laws rules) of the Cayman Islands. To the extent permitted by the Act, the provisions of this Agreement shall prevail over any non-mandatory provision of the Act.

16.10.2. All covenants and agreements made by any party in this Agreement will be deemed to have been relied on by each other party hereto, notwithstanding any investigation made by any other party, and will survive the execution and delivery to the other parties hereof. The invalidity or unenforceability of any provision hereof will not affect the validity or enforceability of any other provision hereof, and any invalid or unenforceable provision will be modified so as to be enforced to the maximum extent of its validity or enforceability. The headings in this Agreement are for convenience of reference only and will not limit or otherwise affect the meaning hereof. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one instrument. Counterparts may be delivered by electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

16.10.3. Except as otherwise explicitly specified to the contrary: (a) the capitalized term "Article" refers to an article of this Agreement; (b) the capitalized term "Section" refers to a section of this Agreement; (c) the capitalized term "Schedule" refers to a schedule to this Agreement; (d) the capitalized term "Exhibit" refers to an exhibit to this Agreement; (e) references to a particular Article or Section include all subsections thereof; (f) the word "including" will be construed as "including without limitation"; (g) references to a particular statute or regulation include all rules, regulations, and guidance thereunder, and any successor statutes, regulations, rules, or guidance as applicable, in each case as from time to time in effect; (h) references to a particular Person include such Person's successors and assigns, to the extent not prohibited by this Agreement; (i) references to "$" mean U.S. dollars; (j) references to any gender include each other gender; (k) terms defined in the singular have comparable meanings when used in the plural, and *vice versa*; (l) references to "this Agreement" include the Exhibits and Schedules to this Agreement; (m) references to "herein," "hereof," and "hereto" refer to this Agreement as a whole; (n) references to "will" will be construed to have the same meaning and effect as "shall"; and (o) references to "or" will not be exclusive.

16.11. Third Parties. A person who is not a party to this Agreement and who is granted rights pursuant to Section 16.6 (each, a "Beneficiary") may, in their own right enforce their rights subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act (As Revised), as amended, modified, re-enacted or replaced. Notwithstanding any other term of this Agreement, the consent of, or notice to, any person who is not a party to this Agreement (including any Beneficiary) is not required for any amendment to, or variation, release, rescission or termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed by a duly authorized officer on the date first above written.

COMPANY: **U.K. PISTON ROLLOVER LLC**

[redacted]

Title: Co-President

MANAGER: **RIDGEVIEW PARTNERS LLC**

[redacted]

Title: Managing Partner

MEMBERS:

[•]

By:____________________________
Name: [•]
Title: [•]

SCHEDULE I
CAPITALIZATION

[ON THE BOOKS AND RECORDS OF THE COMPANY]

<u>EXHIBIT A</u>

FORM OF SPOUSAL CONSENT

In consideration of the execution of that certain Amended and Restated Limited Liability Company Agreement of [•] (the "<u>Company</u>"), dated [•], as amended, supplemented or otherwise modified in accordance with the terms thereof (the "<u>LLC Agreement</u>"), by and among [•] (the "<u>Member</u>") and the other parties thereto, I, [•], the spouse of the Member, do hereby confirm that:

(a) I have read and approve of the provisions of the LLC Agreement;

(b) I do join with my spouse in executing the LLC Agreement;

(c) I do agree to be bound by and accept the provisions of the LLC Agreement; and

(d) I do agree that any interests I may have in the limited liability company interests of the Company and any other securities contemplated by the LLC Agreement, whether the interest may be community property or otherwise, shall be similarly bound by the LLC Agreement.

I am aware that the legal, financial and related matters contained in the LLC Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this spousal consent. I have either sought such guidance or counsel or determined after reviewing the LLC Agreement carefully to waive such right.

The spousal consent shall be governed by Cayman Islands law.

Acknowledged and agreed this __ day of ____________________, 2___.

____
[Name of Spouse]

<u>EXHIBIT B</u>

UNIT CERTIFICATE

[Cayman Counsel to provide]