# SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF GEI VIII EM AGGREGATOR LLC

This Second Amended and Restated Limited Liability Company Agreement (this "**Agreement**") of GEI VIII EM Aggregator LLC, a Delaware limited liability company (the "**Company**"), dated as of October 2, 2020 (the "**Effective Date**"), is entered into by and among GEI VIII EM Blocker LLC, a Delaware limited liability company ("**Blocker**"), Green Equity Investors VIII, L.P. (the "**Main Fund**"), LGP Associates VIII-B1 LLC, a Delaware limited liability company ("**Associates B1**"), GEI Capital VIII, LLC, a Delaware limited liability company ("**GEI GP**"), Leonard Green & Partners, L.P., a Delaware limited partnership ("**LGP**"), and each such other person set forth on Exhibit A as a member (collectively, the "**Members**"), and Peridot Coinvest Manager LLC, a Delaware limited liability company, as the manager (the "**Manager**") of the Company.

## R E C I T A L S

WHEREAS, the Members want to enter into a limited liability company operating agreement pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "**Act**");

WHEREAS, the Members and the Manager want to establish the rights and liabilities and coordinate the investments of Blocker, Associates B1 and the Main Fund with respect to Eyemart Express Holdings, LLC (the "**Target**"), as contemplated by the governing agreements of the parties hereto and of Blocker, Associates B1 and the Main Fund and the owners of their equity interests, for the purposes set forth herein; and

WHEREAS, the parties hereto desire to continue the Company and amend and restate the Amended and Restated Limited Liability Company Agreement of the Company, dated as of Septemer 29, 2020, to reflect the foregoing and certain other matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made, and intending to be legally bound, the parties hereby agree as follows:

## A G R E E M E N T

1. **Formation**. The Company was formed as a Delaware limited liability company by the filing on September 16, 2020 of a certificate of formation (as amended from time to time, the "**Certificate**") in the office of the Secretary of State of the State of Delaware under and pursuant to Section 18-201 of the Act. The Members desire to continue the Company and agree that this Agreement will govern the Company, and that their respective rights and liabilities shall be as provided in the Act, except as otherwise provided herein.

2. **Name**. The name of the Company is: GEI VIII EM Aggregator LLC.

3. **Purpose**. The Company has been formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is: (a) to hold an

investment in respect of the Target; (b) to engage in any and all activities necessary or incidental to the foregoing; and (c) to engage in any other lawful act or activity for which limited liability companies may be formed under the Act.

4. **Principal Business Office**. The principal business office of the Company shall be located at 11111 Santa Monica Boulevard, Suite 2000, Los Angeles, California 90025, or at such other location as may hereafter be determined by the Manager.

5. **Registered Office**. The address of the registered office of the Company in the State of Delaware is c/o National Registered Agents, Inc., 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

6. **Registered Agent**. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is National Registered Agents, Inc., 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801.

7. **Members**. The names and the addresses of the Members are as set forth on Exhibit A hereto. Exhibit A shall be deemed updated from time to time as new Members are admitted to the Company. One or more additional Members of the Company may be admitted to the Company with the written consent of the Manager on such terms as the Manager in its sole discretion deems appropriate.

8. **Membership Interests**. The Members' interests in the Company shall be comprised of five series of membership Units: Series A Units, Series B Units, Series C Units, Series D Units and Series E Units (collectively, "**Units**"). The Units issued as of the date hereof were issued in the percentages and for the consideration set forth on Exhibit B. Exhibit B shall be deemed updated from time to time as new Members are admitted to the Company.

9. **Management; Manager**.

(a) Management and Control of the Business. The Manager shall act as the manager of the Company and shall have full and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business and affairs of the Company, including without limitation, voting and disposing of securities owned by the Company, and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company as set forth herein. GEI GP shall have the power to remove and appoint Managers of the Company.

(b) Powers and Authority of the Managers. The Manager shall be and is hereby designated as a "manager" within the meaning of Section 18-101(10) of the Act. The Manager is an agent of the Company's business, and the actions of the Manager taken in such capacity and in accordance with this Agreement shall bind the Company. The Manager shall have the right, power and authority, in the management of the business and affairs of the Company, to do or cause to be done any and all acts, at the expense of the Company, deemed by the Manager to be necessary or appropriate to effectuate the business, purposes and objectives of the Company, including, without limitation, to execute all documents or instruments, perform all duties, exercise all powers, and do all things on behalf of the Company that are in the Manager's sole judgment necessary, desirable, convenient or incidental to the purposes of the Company. The

expression of any power or authority of the Manager in this Agreement shall not in any manner limit or exclude any other power or authority that is not specifically or expressly set forth in this Agreement.

(c) Fiduciary Duties.

(i) This Agreement is not intended to, and does not, create or impose any fiduciary duty on the Manager, in its capacity as Manager, any Member or any of their respective affiliates, officers, directors, employees, representatives, professionals or agents (collectively, the "**Participants**"). Further, each of the Members hereby waives any and all fiduciary duties owed to the Company or to the Members by any Participant (including those fiduciary duties that, absent such waiver, may be implied by law), and in doing so, each of the Members recognizes, acknowledges and agrees that the duties and obligations of the Participants to the Company, the Target, the Members and each of the other Persons that is or becomes a party to or is otherwise bound by (or is or becomes a beneficiary of) this Agreement are only as expressly set forth in this Agreement. To the maximum extent permitted by law, no Participant shall owe any duty (including any fiduciary duty) to the Company, the Members or to any of the other Persons that is a party to or is otherwise bound by (or is a beneficiary of) this Agreement other than a duty to act in accordance with the implied contractual covenant of good faith and fair dealing. The Members acknowledge and agree that any Participant acting in accordance with this Agreement shall (i) be deemed to be acting in compliance with such implied contractual covenant and (ii) not be liable to the Company, the Target, the Members or to any other Person that is a party to or is otherwise bound by (or is a beneficiary of) this Agreement for its reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Participant otherwise existing at law or in equity in respect of the Company or this Agreement are agreed by all Members to replace fully and completely such other duties and liabilities. Notwithstanding any other provision of this Agreement or otherwise applicable provision of law or equity, whenever in this Agreement a Participant is permitted or required to make a decision or take an action (x) in its "sole discretion" or "discretion" or under a similar grant of authority or latitude, in making such decisions, the Participant shall be entitled to take into account only such interests and factors as it desires (including its own interests) or (y) in its "good faith" or under another expressed standard, the Participant shall act under such express standard and shall not be subject to any other or different standards.

(ii) Any Member or affiliate thereof may engage in or possess an interest in any other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Company or any subsidiary thereof, and none of the Company, any subsidiary thereof or any Member shall have any rights by virtue of this Agreement or the relationship created hereby in or to any other ventures or activities engaged in by any Member or affiliate thereof or to the income or proceeds derived therefrom, and the pursuit of such ventures or activities by any Member or affiliate thereof shall not be deemed wrongful or improper, even to the extent the same is competitive with the business activities of the Company or any subsidiary thereof. No Member or affiliate thereof shall be obligated to submit any investment opportunity to the Company or any subsidiary thereof, even if such opportunity is of a character which, if submitted to the Company or any subsidiary thereof, could be availed of by the Company or any subsidiary thereof, and any Member or affiliate thereof shall have the right to

take for its own account (individually or as a partner, member of fiduciary) or to recommend to others any investment opportunity.

(iii) Without limiting the generality of the foregoing subsections (i) and (ii), and notwithstanding anything in this Agreement to the contrary, this Agreement is not intended to, and does not, create or impose any express or implied duty (including, without limitation, any fiduciary duty and, for purposes of clarity, any prohibition on usurping opportunities of the Company) otherwise existing at law or in equity on any Participant or the Company. To the fullest extent permitted by applicable law, and notwithstanding any duty otherwise existing at law or in equity, each of the Company and the Participants and any other person or entity that is a party to or is or becomes otherwise subject to or bound by this Agreement (including, without limitation, (i) the Company in its capacity as a debtor or debtor in possession in a bankruptcy case commenced under title 11 of the United States Code (a "**Bankruptcy Case**"), (ii) any successor to the Company in a Bankruptcy Case or otherwise, including, without limitation, a trustee, a litigation trust or estate representative, including, without limitation, a representative under 11 U.S.C. § 1123(a)(5), and (iii) any creditor or equity holder or committee of creditors or equity holders seeking or obtaining standing to assert claims of the estate in a Bankruptcy Case) (each of the foregoing, a "**Bound Party**") hereby expressly waives all fiduciary duties and, for purposes of clarity, any prohibition on usurping opportunities of the Company, that absent such waiver, may be implied at law or in equity or otherwise owed to a Bound Party, and in doing so, recognizes, acknowledges and agrees that the duties and obligations of the Participants are only as expressly set forth in this Agreement.

Notwithstanding the foregoing, nothing in this Section 9 shall eliminate, waive or otherwise modify any obligations or duties owed by any officer of the Company or its subsidiaries pursuant to the terms of such Officer's or employee's employment with the Company or its subsidiaries or otherwise under applicable law as a result of such officer's employment with the Company or its subsidiaries.

10. **Officers**.

(a) Officers, Agents and Employees. The Manager may from time to time appoint officers of the Company, each of whom shall hold office for such period, have such authority and perform such duties as the Manager may from time to time determine. The Manager may delegate to any officer of the Company the power to appoint, remove and prescribe the duties of any such agents or employees. Any two or more offices may be held by the same person.

(b) Removal. Except as otherwise provided in any employment agreement, any officer or employee of the Company may be removed, with or without cause, at any time by the Manager or any officer of the Company upon whom or which such power of removal may be conferred by the Manager.

(c) Resignations. Except as otherwise provided in any employment agreement, any officer or employee may resign at any time by giving written notice of his or her resignation to the Manager. Any such resignation shall take effect at the time specified therein, or, if the time is not specified, upon receipt thereof by the Manager, as the case may be; and,

unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) Resolutions. If resolutions are required for the Company to take any action permitted under this Agreement or to evidence authorization so to act, the Manager or, upon the direction of the Manager, any officer duly appointed by the Manager, may execute such resolutions.

(e) Compensation. Except as otherwise provided in any employment agreement, the compensation of the officers of the Company shall be fixed from time to time by the Manager. None of such officers shall be prevented from receiving such compensation by reason of the fact that he or she is also an officer or director of any Member of the Company. Nothing contained herein shall preclude any officer from serving the Company, any related person or any Member in any other capacity and receiving proper compensation therefor.

(f) Appointment of Initial Officers. The initial officers of the Company shall be as follows:

| **Name** | **Title** |
|---|---|
| Cody L. Franklin | Chief Financial Officer |
| Lance J.T. Schumacher | Vice President – Tax |
| Andrew C. Goldberg | General Counsel, Vice President and Secretary |

11. **Powers of the Company**.

(a) The Company shall have the power and authority to take any and all actions that are necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purposes described herein. The Manager and each officer of the Company shall have the power and authority to bind the Company to contracts entered into in the ordinary course of business, including for banking matters.

(b) Each officer of the Company is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file all certificates required or permitted by the Act to be filed in the Office of the Secretary of State of the State of Delaware. Without limiting the foregoing, Andrew Goldberg is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business, and all actions related to the foregoing previously taken by Andrew Goldberg are hereby approved, ratified and confirmed in all respects.

12. **Dissolution**. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of GEI GP; (b) the distribution of all of the Company's assets; or (c) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

13. **Capital Contributions**. Each of the Members has made a capital contribution to the Company as set forth next to its name on Exhibit A hereto. The Members shall make additional capital contributions to the Company at such times, and in such amounts, as the Members shall mutually agree. The Members shall have no obligation to any third party to make capital contributions to the Company.

14. **Capital Accounts; Allocation of Profits and Losses**.

(a) Capital Accounts. The Company shall maintain for each Member a separate capital account (a "**Capital Account**"), which account shall be increased by the Member's capital contributions and the amount of all items of Profits allocated to such Member, and decreased by the sum of all amounts of cash and the Fair Market Value of property distributed to such Member (net of liabilities encumbering such distributed property that such Member is considered to assume or take subject to Section 752 of the Code), and the amount of all items of Losses allocated to such Member. Upon the transfer of a membership interest in the Company and the admission of such person as a new Member to the Company, the portion of the transferor's Capital Account attributable to the membership interest transferred shall carry over to the transferee Member. Capital Accounts shall be adjusted for any increases or decreases mandated under any express provision of this Agreement.

The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Treasury Regulations Section 1.704-1(b)(2)(iv), and shall be interpreted and applied in a manner consistent with such regulations. If the Manager determines it is prudent to modify the manner in which the Capital Accounts are computed (including the calculation and allocation of Profits and Losses among the Members) in order to comply with such regulations, the Manager may make such modification, provided it will not have a material effect on the amounts distributable to any Member under any provision of this Agreement. The Manager shall also make any appropriate modifications in the event unanticipated events occur (for example, the contribution of property to the Company by a Member, the incurrence of nonrecourse debt or the reevaluation of the Company's assets upon the occurrence of any of the events described in Treasury Regulations Section 1.704-1(b)(2)(iv)(f)) that might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b)(2)(iv). In conjunction with such modifications, the Manager shall also make appropriate adjustments to the calculation of Profits and Losses to the extent the bases of the Company's assets, as maintained for Capital Account purposes, differ from the bases of the assets, as determined under U.S. federal income tax principles.

(b) Allocation of Profits and Losses. Except as otherwise provided in this Agreement, Profits and Losses for each Fiscal Year (or portion thereof) shall, after giving effect to all Capital Account adjustments attributable to the capital contributions and distributions made with respect to such Fiscal Year (or portion thereof), be allocated among the Members such that the Capital Account of each Member, immediately after making such allocation, is, as nearly as possible, equal (proportionately) to the distributions that would be made to such Member pursuant to Section 16 if the Company were dissolved, its affairs wound up and its assets sold for cash equal to their book values, all Company liabilities were satisfied (limited with respect to each non-recourse liability to the book values of the assets securing such liability), and the net assets of the Company were distributed in accordance with Section 16 to the Members

immediately after making such allocation; provided, however, that the Losses allocated to a Member shall not exceed the maximum amount of Losses that can be so allocated without causing such Member to have a negative Adjusted Capital Account Balance at the end of any Fiscal Year. All such Losses in excess of the limitation set forth in the preceding sentence shall be allocated first to Members who would not have a negative Adjusted Capital Account Balance, *pro rata*, in proportion to their Capital Account balances, adjusted as provided in clauses (i) and (ii) of the definition of "Adjusted Capital Account Balance," until no Member would be entitled to any further allocation, and thereafter *pro rata* to all Members.

(c) Minimum Gain Chargeback. Notwithstanding any provision of this Section 14, if there is a net decrease in Company minimum gain or partner nonrecourse debt minimum gain (determined in accordance with the principles of Treasury Regulations Sections 1.704-2(d) and 1.704-2(i)) during any taxable year of the Company, each Member shall be specially allocated items of income and gain for such year (and, if necessary, subsequent years) in an amount equal to its respective share of such net decrease during such year, determined pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5). The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4). This Section 14(b) is intended to comply with the minimum gain chargeback requirements in Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4) and shall be interpreted consistently therewith, including that no chargeback shall be required to the extent of the exceptions provided in Treasury Regulations Sections 1.704-2(f) and 1.704-2(i)(4).

(d) Qualified Income Offset. Notwithstanding any other provision of this Section 14 (other than Section 14(b)), if any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the deficit Adjusted Capital Account Balance of such Member created by such adjustments, allocations or distributions as promptly as possible; provided, that an allocation pursuant to this Section 14(d) shall be made only if and to the extent that a Member would have a deficit Adjusted Capital Account Balance after all other allocations provided for in this Section 14 have been tentatively made as if this Section 14(d) was not in this Agreement. This Section 14(d) is intended to comply with the "qualified income offset" requirement of Treasury Regulations Section 1.704-1(b)(2)(ii) and shall be interpreted and applied in a manner consistent with such Treasury Regulations.

(e) Restoration of Deficits. If any Member has a deficit Adjusted Capital Account Balance at the end of any Fiscal Year which exceeds the sum of (i) the amount such Member is obligated to restore, if any, pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of income and gain in the amount of such excess as quickly as possible; provided, that an allocation pursuant to this Section 14(e) shall be made only if and to the extent that a Member would have a deficit Adjusted Capital Account Balance in excess of such sum after all other allocations provided for in this Section 14 have been tentatively made as if Section 14(d) and this Section 14(e) were not in this Agreement.

(f) Nonrecourse Deductions. Any nonrecourse deductions (determined in accordance with the principles of Treasury Regulations Section 1.704-2(b)(1)) for any Fiscal Year or other period and reversals thereof shall be specially allocated to the Members as determined by the Manager in a manner consistent with Treasury Regulations Section 1.704-2. Any partner nonrecourse deductions (determined in accordance with the principles of Treasury Regulations Section 1.704-2(i)) for any Fiscal Year or other period shall be specially allocated to the Members who bear the economic risk of loss with respect to the partner nonrecourse debt to which such partner nonrecourse deductions are attributable in accordance with Treasury Regulations Section 1.704-2(j)(1).

(g) Accounting for Special Allocations. Any special allocations of items of income, gain, loss or deduction pursuant to Sections 14(c), (d), (e) or (f) shall be taken into account in computing subsequent allocations pursuant to this Agreement, so that the net amount of any items so allocated and all other items allocated to each Member shall, to the extent possible, be equal to the net amount that would have been allocated to each Member if such allocations pursuant to any allocation made to satisfy Sections 14(c), (d), (e) or (f) had not occurred.

(h) Modification of Allocations/Computation. Notwithstanding any other provision of this Section 14, the Manager may allocate Profits and Losses (or items thereof) in such other manner as the Manager reasonably determines more appropriately reflects the Members' interest in the Company than the allocations set forth in Section 14(b). Additionally, if the Manager shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto, are computed in order to comply with such Treasury Regulations, including any modifications necessary to reflect Section 704(c) principles, the Manager may make such modifications. The Company also shall make any appropriate modifications if unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

(i) Allocations to Varying Interests. If the membership interest of any Member changes during any year, whether by reason of distributions from Capital Account(s) or otherwise, the allocations prescribed by this Section 14 shall be based upon an interim closing of the Company's books at the time of any such change; provided, however, that the Manager may utilize any other method permitted under Code Section 706 and the Treasury Regulations promulgated thereunder if an interim closing of the books with respect to any item of income or expense, or any other item, would be impracticable or inequitable.

(j) Non-U.S. Taxes. Notwithstanding the foregoing allocation provisions, non-U.S. taxes incurred (directly or indirectly) by the Company shall be equitably allocated among the Members by the Manager in accordance with Code Section 704(b) and applicable Treasury Regulations thereunder.

(k) Additional Allocation Provisions. Notwithstanding anything herein to the contrary, each Member shall have the right, exercisable by written notice to the Manager on or prior to the due date (without regard to extensions) for filing the Company's federal income tax return for any Fiscal Year, to irrevocably refuse all or a portion of the allocations of Profits to such Member for such Fiscal Year; provided, that such refused Profits (and any Profits allocated to other Members with respect to such Fiscal Year, but not any subsequent Profits unless also

refused pursuant to this Section 14(k)), shall be excluded from the amounts taken into account in determining whether such Member is entitled to a distribution pursuant to Section 16 (including the provisions of Section 16(b)). Notwithstanding the foregoing, no such waiver of Profits shall apply to the income or gain associated with a distribution actually made to such Member. In addition, to the extent it is reasonably consistent with the rights of the Members to the related economics such that it would be consistent, in the Manager's reasonable judgment, with the provisions of Section 704(b) or (c) of the Code (and the regulations or administrative pronouncements promulgated thereunder), the Manager may make priority allocations of individual items of income, gain, loss, or deduction to the Members under Section 14(a) prior to making allocations of the residual Profit or Loss; provided, that such allocations do not adversely affect any other Member's right to receive distributions under this Agreement.

15. **Tax Allocations**. For United States federal, state and local income tax purposes, items of Company income, gain, loss, deduction and credit for each Fiscal Year shall be allocated to and among the Members in the same manner as the corresponding items of Profits and Losses and specially allocated items are allocated to them pursuant to Section 14, taking into account any variation between the adjusted tax basis and book value of the Company property in accordance with the principles of Code Section 704(b) or (c).

16. **Distributions**.

(a) The Company shall make distributions to the Members at the times and in the aggregate amounts determined by the Manager. Unless the Members otherwise agree, subject to Section 16(b), the aggregate amount available for distribution (the "**Distribution**") shall be made to the Members in the following manner:

(i) the Series A Percentage of such Distribution shall be distributed to the Member or Members holding Series A Units *pro rata* in proportion to the number of Series A Units held by each Member;

(ii) the Series B Percentage of such Distribution (the "**Side Fund Distribution**") shall be distributed as follows:

(A) GEI GP shall be entitled to receive in respect of its Series C Unit[s] an amount, if any, equal to the aggregate distributions GEI GP would have received in respect of a distribution equal to the Side Fund Distribution if it were made by the Side Fund at such time in respect of all of the direct and indirect Ownership Interests of the Target held collectively by the Side Fund (through its Ownership Interests in Blocker) and if the Series B Percentage of each asset held by the Company and Blocker (to the extent attributable to the Side Fund) were owned directly by the Side Fund (and not through Blocker);

(B) LGP shall be entitled to receive in respect of its Series D Unit[s] an amount, if any, equal to the aggregate distributions LGP would have received in respect of a distribution equal to the Side Fund

Distribution if it were made by the Side Fund at such time in respect of all of the direct and indirect Ownership Interests of the Target held collectively by the Side Fund (through its Ownership Interests in Blocker) and if the Series B Percentage of each asset held by the Company and Blocker (to the extent attributable to the Side Fund) were owned directly by the Side Fund (and not through Blocker); and

(C) the balance shall be distributed to the Member or Members holding Series B Units *pro rata* in proportion to the number of Series B Units held by each Member;

(iii) the Series E Percentage of such Distribution shall be distributed to the Member or Members holding Series E Units *pro rata* in proportion to the number of Series E Units held by each Member.

(b) Notwithstanding the provisions of Section 16(a), it is the intention of the Members that distributions made by the Company under this Agreement to GEI GP and LGP be limited to the extent necessary so that the corresponding portion of such Member's membership interest constitutes a "profits interest" for federal income tax purposes under IRS Revenue Procedure 93-27, and, in effect, distributions by the Company to such Members will only be made to the extent of the income or gain of the Company and/or the appreciation of its assets. In furtherance of the foregoing, the Manager shall, if necessary, limit distributions made by the Company to GEI GP and/or LGP under this Section 16 or any other applicable allocation provision hereof so that such distributions, respectively, in the aggregate, do not exceed the amount necessary to preserve such characterization. In the event any distribution by the Company to GEI GP or LGP is reduced pursuant to the preceding sentence, an amount equal to such excess distribution shall be treated as instead apportioned and distributed to the other Members under this Section 16, and the Manager shall make appropriate adjustments (as determined by the Manager in good faith) to future distributions by the Company to the Members so that GEI GP and LGP receive (consistent with the principles of this Section 16) an amount that, but for this sentence, would have been distributed by the Company to GEI GP and LGP.

(c) Subject to Section 16(b), the provisions of this Section 16 shall be interpreted to function in a manner that is consistent with the provisions of Sections 3.4 and 4.10 of the Side Fund Agreement and Section 3.4 of the Main Fund Agreement.

(d) **Liquidating Distributions**. Upon dissolution and liquidation of the Company, the assets of the Company shall be distributed (i) first, to the payment of the Company's debts and obligations to its creditors, including sales commissions and other expenses incident to any sale of the assets of the Company, in order of the priority provided by law, (ii) second, to the establishment of and additions to such reserves as the Manager deems necessary or appropriate and (iii) third, to the Members, in accordance with Section 16(a).

17. **Clawback**. Any amounts distributed by the Company to GEI GP or LGP pursuant to this Agreement shall be subject to contribution to the Main Fund and the Side Fund

pursuant to the "General Partner Clawback" provision described in Section 9.3 of the Main Fund Agreement and the Side Fund Agreement and Section 2.2.6 of the Main Fund Agreement and the Side Fund Agreement, as and if applicable.

18. **Coordination**. The parties agree and acknowledge that the provisions hereof are intended to effectuate the provisions of Section 4.10 of the Side Fund Agreement (regarding the formation of a "**Blocker Corporation**" in connection with an investment in an "**Ownership Interest**," in each case as defined in the Side Fund Agreement).

19. **Liability, Exculpation and Indemnification**.

(a) Except as otherwise provided by the Act, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and no Covered Person (as defined below) shall be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being a Covered Person.

(b) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage, or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be in the best interests of the Company and to be within the scope of authority conferred on such Covered Person by this Agreement. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, advice, reports, or statements presented to the Company 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, including information, opinions, advice, reports, or statements as to the value and amount of the assets, liabilities, profits, losses, or net cash flow or any other facts pertinent to the existence and amount of assets from which distributions to a Member might properly be paid.

(c) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage, or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be in the best interests of the Company and to be within the scope of authority conferred on such Covered Person by this Agreement; provided, however, that any indemnity under this Section shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof; and provided further, that no Covered Person shall be entitled to indemnification for any act or omission that is the result of gross negligence, fraud, or wanton misconduct by such Covered Person or in regard to the Company.

(d) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit, or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit, or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in Section 19(c). Notwithstanding the

foregoing, to the extent any Covered Person is also entitled to indemnification from the Target or any of its subsidiaries (collectively the "**Issuer**"), such Person: (i) is the indemnitor of first resort (i.e., its obligations to the Covered Party are primary and any obligation of the Company to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Covered Person are secondary), (ii) is required to advance the full amount of expenses incurred by the Covered Person and shall 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 the Covered Person may have against the Company, and (iii) waives, relinquishes, and releases the Company from any and all claims against the Covered Persons for contribution, subrogation, or any other recovery of any kind in respect thereof. No advancement or payment by the Company on behalf of a Covered Person with respect to any claim for which such Person has sought indemnification from the Company shall affect the foregoing, and the Company shall 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 the Covered Person against such Issuer.

(e) "**Covered Person**" means the Manager, the Main Fund, their respective affiliates, and any of their respective officers and agents.

20. **Return of Distributions**. Notwithstanding anything else contained in this Agreement, if an indemnity obligation or other liability arises under Section 19 (such as an indemnity obligation for which an indemnitee is unable to fully recover liabilities from another source of recovery) and the amount of reserves, if any, established by the Manager with respect to such obligation or liability is less than the amount of such obligation or liability, the Manager may require the Members to make a contribution to the Company, at any time or from time to time, whether before or after dissolution of the Company or the cancellation of the Series to which the indemnity obligation may relate, of distributions previously made by the Company to such Member; provided, however, that any such recontribution shall be called and made *pro rata* in accordance with the prior distributions made to the Members with respect to such Series, and shall be appropriately adjusted to take into account prior distributions, if any, made to fewer than all Members; provided further, that no Member shall be required to contribute pursuant to this Section 20 after the second anniversary of the dissolution of the Company unless, before such second anniversary, there are any actions, proceedings or investigations pending or reasonably anticipated, and the Manager notifies the applicable Members (which notice shall include a brief description of each such action, proceeding or investigation and of the liabilities asserted or anticipated), in which case the foregoing provisions of this Section 20 shall survive with respect to each such action, proceeding or investigation set forth in such notice (or any related action, proceeding or investigation based upon the same or similar claim or facts) until such date that such action, proceeding or investigation is ultimately resolved. For avoidance of doubt, the Manager will be entitled to recover any amounts due from a Member under this Section 20 by way of offset from all future distributions payable to such Member by the Company, whether or not such distributions relate to the Series in respect of which the Member's obligation to return distributions relates.

21. **Tax Matters.** The Members intend that the Company be treated as a partnership for U.S. federal, state and local income tax purposes, the Company and each Member shall file all tax returns on a basis consistent therewith and no election will be filed contrary thereto. The

Manager shall act as the "partnership representative" of the Company pursuant to Section 6223(a) of the Code (as amended by Title XI of the Bipartisan Budget Act of 2015), and shall be entitled to cause the Company to elect the application of Section 6226 of the Code with respect to any imputed underpayment or make any other decision or election, or take any action pursuant to Sections 6221 through 6235 and 6241 of the Code (as amended by Title XI of the Bipartisan Budget Act of 2015).

22. **Amendment**. This Agreement may be amended from time to time in a writing executed by each of the Members.

23. **Governing Law**. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

24. **Creditors Not Benefited**. Nothing contained in this Agreement is intended or shall be deemed to benefit any creditor of the Company or any Member, and no creditor of the Company shall be entitled to require the Company or any Member to solicit or accept any capital contribution for the Company or to enforce any right which the Company may have against any Member under this Agreement.

25. **Transfer of Interests**. No Member may transfer or assign, in whole or in part, its membership interest in the Company, without the prior written consent of the Manager, which consent may be withheld in the sole and absolute discretion of the Manager.

26. **Definitions**.

"**Adjusted Capital Account Balance**" means, with respect to any Member, the balance in such Member's Capital Account adjusted (i) by taking into account the adjustments, allocations and distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6); and (ii) by adding to such balance such Member's share of Company minimum gain and partner nonrecourse debt minimum gain, determined pursuant to Treasury Regulations Section 1.704-2(g)(1) and 1.704-1(i)(5). The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"**Capital Account**" has the meaning set forth in Section 14(a).

"**Code**" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding law).

"**Fair Market** Value" means the fair market value of any property of the Company, as determined in good faith by the Manager.

"**Fiscal Year**" means the calendar year or, in the case of the first and the last fiscal years, the fraction thereof commencing on the date on which the Company is formed under the Act or ending on the date on which the winding up of the Company is completed, as the case may be.

"**Gross Asset Value**" means, with respect to any property of the Company other than money, such property's adjusted basis for U.S. federal income tax purposes, except that the

Gross Asset Value of all Company assets shall be adjusted to equal their respective Fair Market Values in accordance with the rules set forth in U.S. Treasury Regulations Section 1.704-1(b)(2)(iv)(f), except as otherwise provided herein, immediately prior to (a) the date of the acquisition of any additional interest in the Company by any new or existing Member in exchange for more than a *de minimis* capital commitment; or (b) the date of the distribution of more than a *de minimis* amount of Company property to a Member other than a *pro rata* distribution; or (c) in connection with the liquidation of the Company within the meaning of Treasury Regulations Section 1.704- 1(b)(2)(ii)(g); and (d) any other instance in which such adjustment is permitted under Treasury Regulations Section 1.704-1(b)(2)(iv); provided, however, that adjustments pursuant to subsections (a), (b), and (d) shall be made only if the Manager in good faith determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Members. The Gross Asset Value of any Company asset distributed to any Member shall be adjusted immediately prior to such distribution to equal its Fair Market Value. In the case of any asset that has a Gross Asset Value that differs from its adjusted tax basis, Gross Asset Value shall be adjusted by the amount of depreciation calculated under Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for purposes of the definition of Profits and Losses rather than the amount of depreciation determined for U.S. federal income tax purposes.

"**Limited Partner**" means "Limited Partner" as that term is defined in Appendix A of the Main Fund Agreement.

"**Main Fund Agreement**" means the Green Equity Investors VIII, L.P. Amended and Restated Agreement of Limited Partnership dated as of October 18, 2019, as amended or as may be amended from time to time.

"**Profits**" and "**Losses**" mean, with respect to any Fiscal Year or other relevant period of calculation, any taxable income or taxable loss of the Company for such Fiscal Year or other period, as determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(i) any income that is exempt from U.S. federal income tax and not otherwise taken into account in computing Profits or Losses pursuant hereto shall be added to such taxable income or loss;

(ii) any expenditures described in Code Section 705(a)(2)(B) (or treated as expenditures described in Code Section 705(a)(2)(B) pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profits or Losses pursuant hereto shall be subtracted from such taxable income or loss;

(iii) in the event the Gross Asset Value of any Company property is adjusted pursuant to the definition of "Gross Asset Value," the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property for purposes of computing Profits or Losses;

(iv) gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for U.S. federal income tax purposes shall be computed by reference to the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(v) in lieu of depreciation, amortization and other cost recovery deductions taken into account in computing taxable income or loss, there shall be taken into account depreciation, cost recovery or amortization computed in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g)(3)

(vi) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Sections 732(d), 734(b) or 743(b) is required, pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis); and

(vii) any other provisions or items which are specifically allocated pursuant to Sections 14(b) through (f) hereof shall not be taken into account in computing Profits or Losses.

"**Series A Percentage**" means the percentage set forth as the Series A Percentage on Exhibit C.

"**Series B Percentage**" means the percentage set forth as the Series B Percentage on Exhibit C.

"**Series E Percentage**" means the percentage set forth as the Series E Percentage on Exhibit C.

"**Side Fund**" means Green Equity Investors Side VIII, L.P., a Delaware limited partnership.

"**Side Fund Agreement**" means the Green Equity Investors Side VIII, L.P. Amended and Restated Agreement of Limited Partnership dated as of October 18, 2019, as amended or as may be amended from time to time.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Agreement as of the date first written above.

**MEMBERS:**

**Green Equity Investors VIII, L.P.**
a Delaware limited partnership

By: GEI Capital VIII, LLC, its general partner

By: _____
Andrew C. Goldberg
General Counsel, Vice President and Secretary

**LGP Associates VIII-B1 LLC**
a Delaware limited liability company

By: Peridot Coinvest Manager LLC, its manager

By: _____
Andrew C. Goldberg
General Counsel, Vice President and Secretary

**GEI VIII EM Blocker LLC**
a Delaware limited liability company

By: Peridot Coinvest Manager LLC, its manager

By: _____
Andrew C. Goldberg
General Counsel, Vice President and Secretary

**GEI Capital VIII, LLC**
a Delaware limited liability company

By: _____
Andrew C. Goldberg
General Counsel, Vice President and Secretary

**Leonard Green & Partners, L.P.**
a Delaware limited partnership

By: LGP Management, Inc., its general partner

By: _____
Andrew C. Goldberg
General Counsel, Vice President and Secretary

**MANAGER**:

**Peridot Coinvest Manager LLC**
a Delaware limited liability company

By: _____
Andrew C. Goldberg
General Counsel, Vice President and Secretary

**EXHIBIT A**
**Member Names and Addresses**

| Member | Address | Capital Contribution |
|---|---|---|
| Green Equity Investors VIII, L.P. | c/o Leonard Green & Partners, L.P.<br>11111 Santa Monica Boulevard, Suite 2000<br>Los Angeles, California 90025 | $185,305,600.00 |
| GEI VIII EM Blocker LLC | c/o Leonard Green & Partners, L.P.<br>11111 Santa Monica Boulevard, Suite 2000<br>Los Angeles, California 90025 | $214,694,400.00 |
| LGP Associates VIII-B1 LLC | c/o Leonard Green & Partners, L.P.<br>11111 Santa Monica Boulevard, Suite 2000<br>Los Angeles, California 90025 | $6,410,393 |
| GEI Capital VIII, LLC | c/o Leonard Green & Partners, L.P.<br>11111 Santa Monica Boulevard, Suite 2000<br>Los Angeles, California 90025 | $1 |
| Leonard Green & Partners, L.P. | c/o Leonard Green & Partners, L.P.<br>11111 Santa Monica Boulevard, Suite 2000<br>Los Angeles, California 90025 | $1 |

**EXHIBIT B**
**Membership Units**

| Member | Series | Number of Units | Consideration for Units |
|---|---|---|---|
| Green Equity Investors VIII, L.P. | A | 185,305,600 | The agreements contained in this Agreement and other good and valuable consideration. |
| GEI VIII EM Blocker LLC | B | 214,694,400 | The agreements contained in this Agreement and other good and valuable consideration. |
| GEI Capital VIII, LLC | C | 1 | The agreements contained in this Agreement and the services performed for the benefit of the Company, as described above. |
| Leonard Green & Partners, L.P. | D | 1 | The agreements contained in this Agreement and the services performed for the benefit of the Company, as described above. |
| LGP Associates VIII-B1 LLC | E | 6,410,393 | The agreements contained in this Agreement and other good and valuable consideration. |

**EXHIBIT C**
**Series Percentages**

| | |
|---|---|
| Series A Percentage | 45.5957% |
| Series B Percentage | 52.8270% |
| Series E Percentage | 1.5773% |