STOCKHOLDERS AND REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of December 30, 2016, by and among UCI International Holdings, Inc., a corporation organized under the laws of the State of Delaware (the "Company"), and the initial stockholders of the Company as of the Effective Date (as hereinafter defined) listed on Schedule A hereto (the "Initial Stockholders") and their Transferees (as hereinafter defined), and such other Persons (as hereinafter defined) that may become party to this Agreement in accordance with the terms of this Agreement.

RECITALS

WHEREAS, pursuant to or in connection with the Joint Plan of Reorganization of the Debtors Under Chapter 11 of the Bankruptcy Code, dated as of October 13, 2016, filed in re: UCI International, LLC, et al., case no. 16-11354 (MFW) (jointly administered), in the United States Bankruptcy Court for the District of Delaware (the "Plan"), the Company shall issue shares of Common Stock to the Initial Stockholders;

WHEREAS, this Agreement constitutes the Stockholders' Agreement referred to in the Disclosure Statement (as hereinafter defined);

WHEREAS, Section F.14(a) of the Disclosure Statement provides that the Company Securities to be issued to the Stockholders of the Company will be subject to the terms of this Stockholders' Agreement;

WHEREAS, pursuant to the Confirmation Order (as defined in the Plan), this Agreement has been approved as valid and binding on the Company and all Company Security Holders as of the Effective Date; and

WHEREAS, the Company and each of the other parties hereto desire, for their mutual benefit and protection, to enter into this Agreement to set forth their respective rights and obligations with respect to the Company Securities (whether issued on the Effective Date or hereafter acquired).

NOW, THEREFORE, in consideration of the premises and of the mutual consents and obligations hereinafter set forth, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, and in accordance with the Plan and the Confirmation Order, the parties hereto hereby agree as follows:

SECTION 1. DEFINITIONS

Capitalized terms not defined herein shall have their respective meanings specified in the Plan. As used herein, the following terms shall have the following respective meanings:

"Additional Company Security Holders" shall have the meaning set forth in Section 8(a).

"Affiliate" shall mean, as to any specified Person, any other Person or entity who directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and includes each executive officer or director, general partner, or member of such other Person (including any investment funds that are directly or indirectly managed or advised by such other Person or by a common manager or advisor with such specified Person). As used in this definition, and elsewhere herein in relation to control of Affiliates, the term "control" means the possession, directly or indirectly, of the power to substantially direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, as director or manager, as trustee or executor, by contract or credit arrangement, or otherwise.

"Agreement" shall have the meaning set forth in the Preamble.

"Approved Sale" shall have the meaning set forth in Section 3(a).

"Backstop Commitment Agreement" shall mean that certain Backstop Commitment Agreement, dated as of September 30, 2016, by and among the Debtors and the Backstop Parties.

"Backstop Parties" shall mean the parties identified on Schedule I to the Backstop Commitment Agreement.

"BlackRock" shall mean funds and accounts under management by BlackRock Financial Management, Inc., BlackRock Advisors, LLC and BlackRock Institutional Trust Company, N.A.

"BlackRock Director" shall mean a director nominated and elected by the BlackRock Security Holder Group pursuant to Section 2(a)(i) or Section 2(a)(ii) hereof.

"BlackRock Security Holder Group" shall mean BlackRock, together with its Affiliates.

"BlackRock Security Holder Group Majority" shall mean the Stockholders of the BlackRock Security Holder Group that beneficially own at least a majority of the outstanding Common Stock beneficially owned by the BlackRock Security Holder Group.

"Board" shall have the meaning set forth in Section 2(a)(i).

"Board Majority" shall mean the approval of the Board, which approval shall consist of at least a majority of the members of the Board.

"Business Day" shall mean a day that is not a Saturday, Sunday or day on which banking institutions in the city to which the notice or communication is to be sent are not required to be open.

"By-Laws" shall mean the by-laws of the Company, as amended, amended and restated, modified, or supplemented from time to time.

"Certificate of Incorporation" shall mean the Company's certificate of incorporation, as amended, amended and restated, modified, or supplemented from time to time.

"Common Stock" shall mean the Common Stock of the Company, par value $0.01 per share and any other class of common stock of the Company authorized after the date of this Agreement, designated in and authorized by the Company's Certificate of Incorporation.

"Common Stock Equivalent" shall mean any stock, warrants, rights calls, options or other securities exchangeable or exercisable for, or convertible into, directly or indirectly, Common Stock.

"Company" shall have the meaning set forth in the Preamble.

"Company Security" shall mean any capital stock of the Company, including any Common Stock or Common Stock Equivalent.

"Company Security Holder" shall mean a holder of any Company Security party or subject hereto.

"Company Security Holder Group" shall mean (i) with respect to any Company Security Holder that is a natural Person, (A) such Company Security Holder, (B) the spouse, parents, siblings, lineal descendants and adopted children of such Company Security Holder and (C) a trust for the benefit of any of the foregoing, and (ii) with respect to any Company Security Holder that is a corporation, partnership, limited liability company, firm, association, trust, government, governmental agency or other entity, such Company Security Holder and its Affiliates (so long as they remain Affiliates).

"Competitor" shall mean any business that supplies original equipment or aftermarket replacement parts for light and heavy-duty vehicles, including filtration, fuel delivery systems and cooling systems products.

"Confidential Information" shall mean any information concerning this Agreement or the transactions contemplated hereby and any information received by the Company Security Holders concerning the Company or any of its Subsidiaries furnished to the Company Security Holders in their capacity as such; provided that Confidential Information does not include (a) information that was or becomes generally available publicly other than, with respect to a Company Security Holder, as a result of a disclosure by such Company Security Holder in violation of Section 10, or any other agreement with the Company or any of its Subsidiaries, (b) information that was or becomes available to the Company Security Holder or a Representative of such Company Security Holder on a non-confidential basis from a source other than the Company or any of its Subsidiaries, or (c) information that the Company Security Holder or a Representative of the Company Security Holder independently developed without reference to the Confidential Information or any derivative thereof.

"Consent of Spouse" shall have the meaning set forth in Section 22.

"CSAM" shall mean the funds, accounts and other entities managed by Credit Suisse Asset Management, LLC

"CSAM Director" shall mean a director nominated and elected by the CSAM Security Holder Group pursuant to Section 2(a)(i) or Section 2(a)(ii) hereof.

"CSAM Security Holder Group" shall mean CSAM, together with its Affiliates.

"CSAM Security Holder Group Majority" shall mean the Stockholders of the CSAM Security Holder Group that beneficially own at least a majority of the outstanding Common Stock beneficially owned by the CSAM Security Holder Group.

"Debtors" shall mean, collectively, UCI International, LLC; Airtex Industries, LLC; Airtex Products, LP; ASC Holdco, Inc.; ASC Industries, Inc.; Champion Laboratories, Inc.; UCI Acquisition Holdings (No. 1) Corp; UCI Acquisition Holdings (No. 3) Corp; UCI Acquisition Holdings (No. 4) LLC; UCI-Airtex Holdings, Inc.; UCI Pennsylvania, Inc.; and United Components, LLC.

"Demand Registration" shall have the meaning set forth in Annex A to this Agreement.

"DGCL" shall mean the Delaware General Corporation Law.

"Disclosure Statement" shall mean the Modified First Amended Disclosure Statement with respect to the Plan, as amended, modified or supplemented from time to time.

"Disqualification Event" shall have the meaning set forth in Section 2(d)(ii).

"Disqualified Designee" shall have the meaning set forth in Section 2(d)(ii).

"Drag-Along Seller" shall have the meaning set forth in Section 3(b).

"Dragging Stockholders" shall have the meaning set forth in Section 3(a).

"Effective Date" shall mean December 30, 2016.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, or any successor Federal statute, and the rules and regulations of the SEC promulgated thereunder, all as the same shall be in effect at the time.

"Excluded Affiliate" shall mean an Affiliate of a Competitor (a) that is not (i) a Competitor or (ii) controlled by a Competitor, and (b) the principal business of which is not supplying aftermarket replacement parts for light and heavy-duty vehicles, including filtration, fuel delivery systems, vehicle electronics and cooling systems products]; provided, that for the avoidance of doubt, in no event shall an Affiliate of Rank be an Excluded Affiliate.

"Financial Officer" shall mean any of the chief financial officer, principal accounting officer, treasurer, or controller of the Company.

"Fully Diluted Basis" shall mean all outstanding Common Stock, assuming the conversion, exercise or exchange, as applicable, of all Common Stock Equivalents into Common Stock, in all cases using the treasury method.

"GAAP" shall mean United States generally accepted accounting principles applied on a consistent basis.

"Indebtedness" shall mean, for any Person, without duplication, determined on a consolidated basis in accordance with GAAP, (a) all obligations for borrowed money, (b) all obligations evidenced by bonds, debentures, notes or similar instruments, (c) all obligations under conditional sale or other title retention agreements relating to property or assets purchased by such Person, (d) all obligations issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business), (e) all Indebtedness of others secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any lien on property owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (f) all guarantees by such Person of Indebtedness of others, (g) all capital lease obligations of such Person and (h) all direct or contingent obligations of such Person as an account party in respect of letters of credit (including standby and commercial), bankers' acceptances and bank guarantees. The Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or joint venturer, except to the extent that, by its terms, such Indebtedness is nonrecourse to such Person.

"Ineligible Person" means any Person that is Rank, an Affiliate of Rank or a Competitor of the Company.

"Initial Major Holders" shall mean the BlackRock Security Holder Group, the JPM Security Holder Group and the CSAM Security Holder Group.

"Initial Stockholders" shall have the meaning set forth in the Preamble.

"Initial Subscribing Investor" shall have the meaning set forth in Section 6(c).

"IPO" shall mean an initial Underwritten Public Offering.

"Joinder Agreement" shall have the meaning set forth in Section 8(a).

"JPM" shall mean shall mean funds and accounts under management by J.P. Morgan Investment Management Inc.

"JPM Director" shall mean a director nominated and elected by the JPM Security Holder Group pursuant to Section 2(a)(i) or Section 2(a)(ii) hereof.

"JPM Security Holder Group" shall mean JPM, together with its Affiliates.

"JPM Security Holder Group Majority" shall mean the Stockholders of the JPM Security Holder Group that beneficially own at least a majority of the outstanding Common Stock beneficially owned by the JPM Security Holder Group.

"Major Holder" shall mean any Company Security Holder, together with its Affiliates, that beneficially owns more than 1,000,000 shares of Common Stock and is not an Ineligible Person.

"Nominating Stockholder" shall mean, collectively, Company Security Holders holding a majority of the then outstanding Common Stock held by all Company Security Holders.

"Nominee" shall have the meaning set forth in Section 3(e).

"Non-Recourse Person" shall have the meaning set forth in Section 23.

"Notice Date" shall have the meaning set forth in Section 2(a)(vi)(1).

"Observer" shall have the meaning set forth in Section 2(e).

"Offer Securities" shall have the meaning set forth in Section 4(a).

"Offeree Securityholders" shall have the meaning set forth in Section 4(a).

"Organizational Documents" shall mean the Certificate of Incorporation and By-Laws.

"Other Accredited Stockholder" shall have the meaning set forth in Section 6(c).

"Person" shall mean any natural person, corporation, partnership, limited liability company, firm, association, trust, government, governmental agency, or other entity, whether acting in an individual, fiduciary or other capacity.

"Plan" shall have the meaning set forth in the Recitals.

"Preemptive Amount" shall have the meaning set forth in Section 6(a).

"Preemptive Notice" shall have the meaning set forth in Section 6(b).

"Preemptive Reply" shall have the meaning set forth in Section 6(b).

"Preemptive Right" shall have the meaning set forth in Section 6(a).

"Proxy" shall mean any proxy, contract, arrangement, understanding, or relationship (whether written or oral), other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Exchange Act, pursuant to which a Company Security Holder has a right to vote, shares voting rights, has authorized another Person to vote, has transferred any right to vote, or relates in any way to the voting of any Company Securities.

"Public Offering" shall mean a public offering and sale of shares (of capital stock) of the Company pursuant to an effective registration statement under the Securities Act (other than on Form S-4, S-8, or any similar or successor form relating to Common Stock or Common Stock Equivalents issuable upon exercise of employee stock options or in connection with any employee benefit or similar plan of the Company or in connection with a direct or indirect business combination involving the Company and another Person, filed under the Securities Act). For the avoidance of doubt, a Public Offering shall not include sales by Company Security Holders pursuant to an exemption provided by Rules 144, 144A or Regulation S under the Securities Act.

"Qualified IPO" shall mean any Underwritten Public Offering of Common Stock resulting in (i) at least $25,000,000 of gross proceeds to the Company and the Selling Securityholders and (ii) pre-money equity value of at least $100,000,000.

"Rank" means Rank Group Limited.

"Registration Rights" shall have the meaning set forth in Section 5.

"Representatives" shall have the meaning set forth in Section 10.

"Requisite Majority" shall mean the Company Security Holders that beneficially own, collectively, a majority of the outstanding shares of Common Stock, provided that such Company Security Holders must include the BlackRock Security Holder Group Majority, so long as the BlackRock Security Holder Group is a Major Holder, and one of either (a) the JPM Security Holder Group Majority or the CSAM Security Holder Group Majority, in each case, so long as both the JPM Security Holder Group and the CSAM Security Holder Group are Major Holders.

"Rule 144" shall mean Rule 144 promulgated under the Securities Act.

"Rule 506(d) Related Party" shall have the meaning set forth in Section 2(d)(iii).

"Sale Notice" shall have the meaning set forth in Section 4(a).

"SEC" shall mean the Securities and Exchange Commission or any successor governmental agency.

"Securities Act" shall mean the Securities Act of 1933, as amended, or any successor Federal statute, and the rules and regulations of the SEC promulgated thereunder, all as the same shall be in effect at the time.

"Selling Securityholder" shall have the meaning set forth in Section 4(a).

"Stockholder" shall mean a holder of Common Stock party or subject hereto.

"Subsidiary" shall mean, with respect to any Person, any corporation, limited liability company, partnership, joint venture, or other legal entity of which a majority of the securities or other interests having ordinary voting power for the election of directors or other

governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, in either case, directly or indirectly, through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Company.

"Tag-Along Sale" shall mean a transaction or series of related transactions involving the direct or indirect Transfer to a Person or a group of Persons (including pursuant to a stock sale, merger, business combination, recapitalization, consolidation, reorganization, restructuring, or similar transaction), in which the aggregate number of shares of Common Stock (on an as-converted basis) to be Transferred by a Selling Securityholder would exceed 1,500,000; provided, however, that a Tag-Along Sale shall not include Transfers (a) to Affiliates or to the Company or its Subsidiaries, (b) in a Public Offering, (c) effected by a distribution of Company Securities by a Company Security Holder to its general or limited partners, members, managers, or stockholders in accordance with such Stockholder's governing documents or (d) the Transfers set forth on Schedule C hereto.

"Tag-Along Securities" shall have the meaning set forth in Section 4(b).

"Tag-Along Seller" shall have the meaning set forth in Section 4(c).

"Transfer" shall mean to sell, assign, transfer, or otherwise dispose of, directly or indirectly, any Company Security.

"Transferee" shall mean any Person who acquires any Company Security from a Company Security Holder.

"Underwritten Public Offering" means an underwritten Public Offering of Common Stock to the public involving public marketing efforts. For the avoidance of doubt, block sales to a single purchaser or small group of purchasers shall not be deemed to be an Underwritten Public Offering, even if such sale is in fact underwritten.

SECTION 2. BOARD OF DIRECTORS

(a) Board Composition.

(i) The board of directors of the Company (the "Board") shall initially consist of five (5) directors, it being understood that (x) the Board is intended to initially consist of (A) two (2) directors designated by the BlackRock Security Holder Group Majority, (B) one (1) director designated by the CSAM Security Holder Group Majority, (C) one (1) director designated by the JPM Security Holder Group Majority and (D) one (1) director designated by the Initial Major Holders (the "Collective Director"), collectively, in each case, pursuant to the Plan Supplement, (y) as of the Effective Date, Michael Klein has been appointed and designated as the Collective Director, Greg Seketa has been appointed and designated as the JPM Director and the Board consists of three (3) vacancies and (z) at any time prior to the first annual meeting after the Effective Date, such vacancies may be filled by individuals designated by the Company Security Holder Group intended to be entitled to designate such directors by providing notice of

thereof to the Board and the Board and the Company (and to the extent necessary all other Company Security Holders) will take all actions necessary to elect such directors.

(ii) From and after the Effective Date, the members of the Board shall be nominated and elected as follows:

(1) for so long as the BlackRock Security Holder Group beneficially owns (x) at least 1,000,000 shares of Common Stock (on an as-converted basis), the BlackRock Security Holder Group Majority shall have the right to nominate and elect in accordance with Section 2(a)(v), and, failing that for any reason, upon complying with Section 2(g), elect, two (2) BlackRock Directors; or (y) at least 500,000 shares of Common Stock (on an as-converted basis), the BlackRock Security Holder Group Majority shall have the right to nominate and have elected in accordance with Section 2(a)(v), and, failing that for any reason, upon complying with Section 2(g), elect, one (1) BlackRock Director;

(2) for so long as the JPM Security Holder Group beneficially owns at least 500,000 shares of Common Stock (on an as-converted basis), the JPM Security Holder Group Majority shall have the right to nominate and elect in accordance with Section 2(a)(v), and, failing that for any reason, upon complying with Section 2(g), elect, one (1) JPM Director;

(3) for so long as the CSAM Security Holder Group beneficially owns at least 500,000 shares of Common Stock (on an as-converted basis), the CSAM Security Holder Group Majority shall have the right to nominate and elect in accordance with Section 2(a)(v), and, failing that for any reason, upon complying with Section 2(g), elect, one (1) CSAM Director; and

(4) the remaining directors shall be nominated by the Board and/or a Nominating Stockholder who wishes to exercise its rights under Section 2(a)(vi), which remaining directors shall be elected in accordance with the Certificate of Incorporation, the By-Laws and Sections 2(a)(v) and 2(g).

(iii) (A) The BlackRock Security Holder Group Majority, in the case of Section 2(a)(ii)(1), (B) the JPM Security Holder Group Majority, in the case of Section 2(a)(ii)(2), (C) the CSAM Security Holder Group Majority, in the case of Section 2(a)(ii)(3), and (D) Company Security Holders holding a majority of the shares of Common Stock (on a Fully Diluted Basis), in the case of Section 2(a)(ii)(4) shall at any time, and from time to time, have the exclusive right to remove any director nominated pursuant to such Section and elected to the Board in accordance with this Section 2 by delivering a written notice to the Company (containing the information set forth in Section 2(a)(vi)(2) regarding the replacement director), and, if such Person determines to exercise such right to remove such director, such director shall immediately resign and each of the parties hereto shall take all actions necessary to promptly cause the election, of a replacement director to the Board (including the removal of any director who refuses to resign) nominated pursuant to Section 2(a)(ii) above by the Person(s) who exercised the right to remove such director as soon as possible after the date of the removal of such director. If the BlackRock Security Holder Group ceases to have the right to nominate and

have elected in accordance with Section 2(a)(ii)(1) two (2) directors, but retains the right to nominate and have elected one (1) director, then the BlackRock Security Holder Group Majority will designate one (1) of the then serving BlackRock Directors to be deemed no longer a BlackRock Director and such designated director shall no longer be a BlackRock Director and shall thereafter be subject to Section 2(a)(ii)(4) and such director's removal shall thereafter be subject to Section 2(a)(iii)(D). In the event that the BlackRock Security Holder Group ceases to have the (and no longer has any) right to nominate and have elected any director in accordance with Section 2(a)(ii)(1), then the then serving BlackRock Director shall no longer be a BlackRock Director and shall thereafter be subject to Section 2(a)(ii)(4) and such director's removal shall thereafter be subject to Section 2(a)(iii)(D). In the event that the JPM Security Holder Group and/or the CSAM Security Holder Group cease to have the (and no longer has any) right to nominate and have elected any director in accordance with Section 2(a)(ii)(2) or Section 2(a)(ii)(3), as applicable, then the then serving JPM Director or CSAM Director shall no longer be a JPM Director or CSAM Director and shall thereafter be subject to Section 2(a)(ii)(4) and such director's removal shall thereafter be subject to Section 2(a)(iii)(D).

(iv) In the event that any director shall cease to serve in such capacity, the vacancy resulting thereby shall be filled by an individual nominated (and appointed or elected) by the Company Security Holder or Company Security Holder Group, if any, that nominated and elected such director who has ceased to serve (or, if such director was not nominated by any Company Security Holder or Company Security Holder Group, or such Person(s) no longer has the right to so designate directors pursuant to Section 2(a)(ii)(1), (2) or (3), then pursuant to Section 2(a)(ii)(4)), and each of the parties hereto shall take all actions necessary to promptly appoint and elect or cause the election of, if necessary, such successor or replacement director to the Board as soon as possible after the date of such vacancy.

(v) Nominations of individuals for election to the Board in accordance with Section 2(a)(ii)(4) may be made at any annual meeting of Company Security Holders or at any special meeting of Company Security Holders, if one of the purposes for which such special meeting was called was the election of directors, by a Nominating Stockholder, present in person or represented by Proxy, and entitled to vote on the election of directors, if: (i) at the close of business on the date of the giving of the notice by such Nominating Stockholder to the Company as provided for below in Section 2(a)(vi)(1), such Nominating Stockholder beneficially owns or is entered in the securities register of the Company as a holder(s) of at least the amount of Common Stock (on a Fully Diluted Basis) required to be a Nominating Stockholder (and, in the case of beneficial ownership, provides to the Company evidence of such beneficial ownership reasonably satisfactory to the Company); and (ii) such Nominating Stockholder complies with the notice procedures set forth below in this Section 2(a)(vi):

(1) A Nominating Stockholder shall provide notice to the Secretary of the Company in written form at the principal executive offices of the Company: (x) in the case of an annual meeting of Company Security Holders not less than thirty (30) days prior to the date of the annual meeting of Company Security Holders; provided, however, that, in the event that the annual meeting of Company Security Holders is to be held on a date that is less than thirty (30) days after the date (the "Notice Date") on which notice of the date of the annual meeting was made to Company Security Holders by the Company, notice by a Nominating Stockholder may be made not

later than the close of business on the third (3rd) day following the Notice Date; and (y) in the case of a special meeting (which is not also an annual meeting) of Company Security Holders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first notice of the date of the special meeting of Company Security Holders was made to Company Security Holders by the Company. In no event shall any adjournment or postponement of a meeting of Company Security Holders or the announcement thereof commence a new time period for the giving of a Nominating Stockholder's notice as described above.

(2) A Nominating Stockholder's notice to the Secretary of the Company must set forth as to each individual whom the Nominating Stockholder proposes to nominate for election as a director: (A) the name, age, business address, and residence address of the individual; (B) the principal occupation, business, or employment of the individual for the most recent five years, and the name and principal business of any company in which any such employment is carried on; and (C) the number of shares of Common Stock (on an as-converted basis) beneficially owned, or controlled or directed, directly or indirectly, by the Nominating Stockholder as of the record date for the meeting of Company Security Holders (if such date shall then have been made available and shall have occurred) and as of the date of such notice. The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as a director of the Company.

(3) Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement in this Section 2(a)(vi).

(b) Term. Each director shall hold office for a term expiring not later than the close of the first annual meeting of Company Security Holders following such director's election or until the director's earlier death, resignation, disqualification or removal.

(c) Compensation. The Board in its discretion may determine the compensation, if any, of directors for service as a director.

(d) Director Qualifications. No director shall be nominated or elected pursuant to Section 2(a)(i), 2(a)(ii) or 2(a)(vi) or otherwise who (A) has been convicted of or pled guilty to a felony, (B) has been censured or subject to equivalent action by the SEC or any internationally recognized securities exchange, or (C) would be disqualified from being a director under the provisions of the DGCL.

(e) Observers. From and after the Effective Date, each of the Initial Major Holders shall have the right to designate one (1) individual (each, an "Observer") to attend all meetings of the Board solely in a non-voting observer capacity; provided that an Initial Major Holder shall only have the right to designate an Observer for so long as such Initial Major Holder also has the right to nominate and elect a director pursuant to Section 2(a)(ii)(1), (2) or (3), as applicable. The Company shall provide each Observer with copies of all notices and written

materials given to all of the members of the Board (for the avoidance of doubt, the Observers shall not be deemed to be members of the Board).

(f) Expenses. The Company shall pay the reasonable out-of-pocket expenses (including travel and lodging) incurred by each director and each Observer in connection with (i) attending meetings of the Board and the committees thereof and (ii) attending any other meetings or performing any other activities at the request of the Board. Expenses shall be reimbursed reasonably promptly after presentment of reasonable documentation to the secretary of the Company.

(g) Obligation to Support Purposes of this Agreement. Without limiting Section 2(a)(ii) and 2(a)(vi), each Company Security Holder shall vote (or, if applicable, consent in writing with respect to) all of its Common Stock or other voting securities (to the extent entitled to vote or consent with respect to the relevant matter), and each Company Security Holder and the Company shall take all necessary and desirable actions within its control, including causing any director it has nominated or designated pursuant to Section 2(a)(ii) and 2(a)(vi) above to take such actions, as may be requested in order to effect the provisions of this Agreement, including the provisions relating to the nomination, designation, election, removal, or replacement of directors and including the obligation to vote in favor of any prospective director designated or nominated in accordance with this Section 2 and to ensure the continuing Board composition contemplated hereby. Without limiting Section 2(a)(ii) and 2(a)(vi), each Company Security Holder shall cause all of the Common Stock or other Company Securities entitled to vote for the election of directors beneficially owned by it to be present for quorum purposes at each annual meeting of Company Security Holders and at any special meeting of the Company Security Holders at which directors are to be elected or removed or vacancies on the Board are to be filled, or in connection with any such action proposed to be taken by written consent. Without limiting Section 2(a)(ii) and 2(a)(vi), each Company Security Holder hereby grants an irrevocable Proxy coupled with an interest and power of attorney to the Company and its designee to take all necessary actions and execute and deliver all documents deemed necessary and appropriate by the Company or its designee to effectuate the nomination and election of any director pursuant to Section 2(a)(ii) and 2(a)(vi). The parties hereto understand and agree that monetary damages would not adequately compensate an injured party for the breach of this Section 2 by any party, that this Section 2 shall be specifically enforceable, and that any breach or threatened breach of this Section 2 shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

(h) Indemnification. The Certification of Incorporation and By-Laws shall require indemnification and advancement of defense costs to members of the Board to the maximum extent permitted by the laws of the State of Delaware and shall provide for permissive indemnification for officers, employees, and agents to the maximum extent permitted by applicable law. The Company may enter into a director indemnification agreement with each director appointed or elected to the Board as set forth in this Section 2 and shall purchase and maintain customary directors and officers insurance from a nationally recognized insurance provider on an “occurrence basis.”

SECTION 3. DRAG-ALONG RIGHTS

(a) Prior to a Qualified IPO, at any time that the Stockholders holding a Requisite Majority (the "Dragging Stockholders") approve a sale of the Company to a bona fide third party (including pursuant to a sale of stock, merger or other business combination) (an "Approved Sale"), each Company Security Holder, together with the Company, is hereby obligated to consent to, and raise no objections against, such Approved Sale, and each Company Security Holder is hereby obligated to sell its Company Securities on the terms and subject to the conditions approved by such Dragging Stockholders. The Company shall provide all Company Security Holders with written notice of any Approved Sale at least fifteen (15) Business Days prior to the consummation thereof setting forth in reasonable detail the terms of such Approved Sale, including the class and number of shares of Company Securities to be sold (including the number of Common Stock Equivalents represented thereby), the identity of the prospective Transferee(s), the purchase price per share and form of consideration to be paid in respect of each Company Security to be transferred in connection with such Approved Sale, and the date on which such Approved Sale is proposed to be consummated. The Company Security Holders shall not be required to comply with, and shall have no rights under, Sections 4, 6, and 8 in connection with any Approved Sale.

(b) Each Company Security Holder required to sell Company Securities pursuant to an Approved Sale (each, a "Drag-Along Seller") shall cooperate in consummating such Approved Sale, including by becoming a party to the sales, merger, or other agreement pursuant to which it is proposed such Approved Sale will be consummated and all other appropriate related agreements, delivering, at the consummation of such sale, stock certificates (if any) and other instruments for such securities duly endorsed for transfer, free and clear of all liens and encumbrances, and voting or consenting in favor of such transaction (to the extent a vote or consent is required) and taking any other necessary or appropriate action in furtherance thereof, including the execution and delivery of any other appropriate agreements, certificates, instruments, and other documents. In addition, each Drag-Along Seller shall, if and to the extent requested by the Dragging Stockholders, agree to be severally responsible for its proportionate share, based on the percentage of Company Securities (calculated based on the consideration paid per share of Common Stock to each Drag-Along Seller) transferred in such Approved Sale, of (i) the third-party expenses incurred on behalf and for the benefit of all Drag-Along Sellers in connection with such Approved Sale, to the extent not paid by the Company or any other Person, and (ii) the monetary obligations and liabilities applicable to all Drag-Along Sellers in connection with such Approved Sale (for the avoidance of doubt, the foregoing shall not include monetary obligations or liabilities incurred by a Drag-Along Seller individually, if such obligations and liabilities are not being incurred by or on behalf of all Drag-Along Sellers). Such monetary obligations and liabilities (x) shall include (to the extent such obligations are incurred): monetary obligations and liabilities for indemnification (including for (A) breaches of representations and warranties made with respect to such Drag-Along Seller's ownership of Company Securities (but not, for the avoidance of doubt, breaches of representations and warranties made with respect to the Company, other than as contemplated by clause (y) below), (B) breaches by such Drag-Along Seller of covenants in effect prior to closing made by such Drag-Along Seller and relating to such Drag-Along Seller, and (C) other matters to be agreed, but only, in the case of clause (C), to the extent such breaches or inaccuracies are of a type for which insurance has not been obtained on commercially reasonable terms), and (y) shall also

include amounts paid into escrow or subject to holdbacks, and amounts subject to post-closing purchase price adjustments; provided that all such obligations are equally applicable on a several and not joint basis to each Drag-Along Seller based on the consideration to be received in respect of all Company Securities transferred in connection with such Approved Sale. The foregoing notwithstanding, (1) without the written consent of a Drag-Along Seller, the amount of such obligations and liabilities for which such Drag-Along Seller shall be responsible shall not exceed the gross proceeds received by such Drag-Along Seller in connection with such Approved Sale, and, to the extent that an indemnification escrow has been established, such obligations and liabilities shall be satisfied out of any funds escrowed for such purpose prior to recourse against such Drag-Along Seller, (2) a Drag-Along Seller shall not be responsible for the fraud or willful misconduct of any other Drag-Along Seller or Dragging Stockholder(s) or any indemnification obligations and liabilities for (I) breaches of representations and warranties made by any other Drag-Along Seller with respect to such other Drag-Along Seller's ownership of and title to Company Securities, organization, authority, or conflicts and consents, or any other matters that relate to such other Drag-Along Seller, and (II) breaches of covenants made by any other Drag-Along Seller relating to such other Drag-Along Seller, (3) no Drag-Along Seller shall be required to enter into any non-competition or non-solicitation or similar restrictive covenant in connection with such Approved Sale and (4) no Drag-Along Seller shall be required to provide any representation, warranty, agreement, covenant or other provision that is not also being provided by the Dragging Stockholders and the other Drag-Along Sellers.

(c) Each Drag-Along Seller hereby waives, and agrees not to demand or exercise, appraisal or any similar right under Section 262 of the DGCL, as amended, or that may otherwise apply with respect to an Approved Sale as to which such appraisal rights are available.

(d) Notwithstanding the foregoing, no Company Security Holder will be required to comply with the obligations of this Section 3 in respect of an Approved Sale unless:

(i) Upon the consummation of an Approved Sale, (A) each Company Security Holder will receive the same form of consideration for its Company Securities of such class or series as is received by other Company Security Holders in respect of their Company Securities of such same class or series (unless such consideration includes securities, the receipt of which would require the recipient to qualify as an "accredited investor" under Regulation D of the Securities Act and such recipient does not so qualify) and (B) each Company Security Holder, regardless of class or series, will receive the same amount of consideration per share of Common Stock (on an as-converted basis) as is received by other Company Security Holders in respect of their shares of Common Stock (on an as-converted basis); and

(ii) Subject to the above requiring the same form of consideration to be available to the Company Security Holders of any class or series of Company Securities, if any Company Security Holders are given an option as to the form and amount of consideration to be received as a result of an Approved Sale, all holders of such class or series of Company Securities will be given the same option, exercisable in each case at each such holder's sole discretion, except as limited or prohibited by applicable law.

(e) The Company and each Company Security Holder hereby grants an irrevocable Proxy and power of attorney to any nominee of the Dragging Stockholder(s) (the

"Nominee") to take all necessary actions and execute and deliver all documents deemed necessary and appropriate by such Person to effectuate the consummation of any Approved Sale. The Company Security Holders hereby agree to indemnify, defend and hold the Nominee harmless (severally in accordance with their pro rata share of the consideration received in any such Approved Sale (and not jointly and severally)) against all liability, loss or damage, together with all reasonable costs and expenses (including reasonable legal fees and expenses), relating to or arising from its exercise of the Proxy and power of attorney granted hereby. Notwithstanding anything to the contrary contained herein, each Company Security Holder shall indemnify, defend and hold the Dragging Stockholder(s) and their respective Affiliates and Representatives harmless against all liability, loss or damage, together with all costs and expenses (including legal fees and expenses), relating to or arising out of such Company Security Holder's failure to comply with its obligations in respect of such Approved Sale, including, without limitation, costs and expenses in respect of enforcement by the Dragging Stockholder(s) of their rights hereunder.

SECTION 4. TAG-ALONG RIGHTS

(a) Prior to a Qualified IPO, if any Company Security Holder proposes to Transfer Company Securities pursuant to a Transfer or Transfers that would constitute a Tag-Along Sale (such proposing Company Security Holder(s), each a "Selling Securityholder"), then the Selling Securityholder(s) shall first give written notice (the "Sale Notice") to all other Company Security Holders (unless the consideration to be received in such Tag-Along Sale includes securities, the receipt of which would require the recipient to qualify as an "accredited investor" under Regulation D of the Securities Act and a Company Security Holder does not qualify, in which case such Company Security Holder shall not be provided a Sale Notice and shall not be considered an Offeree Securityholder for purposes of such Tag-Along Sale) (such Company Security Holders to be given such written notice, the "Offeree Securityholders"), stating that the Selling Securityholder(s) desires to make such Transfer pursuant to this Section 4, specifying the type(s) and number of Company Securities proposed to be purchased by the proposed transferee (the "Offer Securities"), and specifying the price, the form of consideration, name and description of the transferee (including any controlling Persons thereof) and the material terms pursuant to which such Transfer is proposed to be made, including, to the extent reasonably determinable, any liabilities and obligations to be incurred on behalf of and for the benefit of all Tag-Along Sellers (as hereinafter defined), to the extent reasonably determinable. For the avoidance of doubt, this Section 4 does not apply to any Transfer that is not a Tag-Along Sale.

(b) Within ten (10) Business Days after the date of receipt of the Sale Notice, each Offeree Securityholder shall deliver to the Selling Securityholder(s) and to the Company a written notice stating whether the Offeree Securityholder elects to sell a pro rata portion of its Common Stock (on an as-converted basis) (equal to (i) the total number of shares of such Common Stock (on an as-converted basis) owned by such Offeree Securityholder multiplied by (ii) a fraction, (A) the numerator of which is the number of Offer Securities (on an as-converted to Common Stock basis) and (B) the denominator of which is the total number of outstanding shares of Common Stock (on a Fully Diluted Basis) to such proposed transferee on the same terms, purchase price, and conditions as the Selling Securityholder(s) (or if any Selling Securityholders are given an option as to the amount and form of consideration to be received, all Tag-Along Sellers shall be given the same option) (with respect to each Offeree

Securityholder, its "Tag-Along Securities"). An election pursuant to the first sentence of this Section 4(b) shall constitute an irrevocable commitment by the Offeree Securityholder making such election to sell such Tag-Along Securities to the proposed transferee, if the sale of Offer Securities to the proposed transferee is consummated on the terms set forth in the applicable Sale Notice. Such terms may include a maximum number of shares of Common Stock (on an as-converted basis) such proposed transferee is willing to purchase, and, in such case, the Selling Securityholder(s) and the Offeree Securityholder(s) selling Company Securities pursuant hereto shall be reduced pro rata based on the number of shares of Common Stock (on an as-converted basis) each such Selling Securityholder(s) and Offeree Securityholder(s) is electing to sell.

(c) A Tag-Along Sale pursuant to this Section 4 shall only be permitted if the proposed transferee shall purchase, within ninety (90) days of the date of the Sale Notice, concurrently with and on the same terms and conditions and at the same price as the applicable class of Offer Securities, all of each Offeree Securityholder's Tag-Along Securities of the same class with respect to such sale, in accordance with their elections pursuant to Section 4(b), and subject to the last sentence thereof. Each Offeree Securityholder electing to sell Tag-Along Securities (a "Tag-Along Seller") agrees to cooperate in consummating such a sale, including by becoming a party to the sales agreement and all other appropriate related agreements, delivering, at the consummation of such sale, stock certificates (if any) and other instruments for such Company Securities duly endorsed for transfer, free and clear of all liens and encumbrances, and voting or consenting in favor of such transaction (to the extent a vote or consent is required) and taking any other necessary or appropriate action in furtherance thereof, including the execution and delivery of any other appropriate agreements, certificates, instruments, and other documents. In addition, each Tag-Along Seller shall, if and to the extent requested by the Selling Securityholders, agree to be severally responsible for its proportionate share, based on the number of Company Securities transferred in the Tag-Along Sale, of the third-party expenses of sale incurred on behalf of and for the benefit of all Tag-Along Sellers in connection with a sale consummated under this Section 4, to the extent not paid by the Company or any other Person, and the monetary obligations and liabilities incurred by the sellers on behalf of all sellers in connection with such sale. Such monetary obligations and liabilities shall include (to the extent such obligations are incurred) obligations and liabilities for indemnification (including for (i) breaches of representations and warranties made with respect to such Tag-Along Seller's ownership of Company Securities, (ii) breaches by the Tag-Along Seller of covenants in effect prior to closing made by such Tag-Along Seller and relating to such Tag-Along Seller, (iii) breaches of representations and warranties made in connection with such sale with respect to the Company, its Subsidiaries, or the Company's or its Subsidiaries' business, and (iv) other matters to be agreed, but only, in the case of this clause (iv), to the extent such breaches or inaccuracies are of a type for which insurance has not been obtained on commercially reasonable terms), and shall also include amounts paid into escrow or subject to holdbacks, and amounts subject to post-closing purchase price adjustments; provided that all such obligations are equally applicable on a several and not joint basis to all Persons participating in a Tag-Along Sale, whether as a Selling Securityholder or as a Tag-Along Seller.

SECTION 5. REGISTRATION RIGHTS

The Company Security Holders shall comply with, and be entitled to the benefits of, the provisions set forth in Annex A attached hereto governing and providing for, among other

matters, registration rights with respect to Registrable Securities (as defined in Annex A) (the "Registration Rights").

SECTION 6. PREEMPTIVE RIGHTS

(a) Except as set forth in Section 6(c), if the Company proposes to issue any Company Securities, each Major Holder shall have the right (the "Preemptive Right") to elect to purchase (or to delegate an Affiliate to purchase) for the same price (net of any underwriting discounts or sales commissions), and on the same terms and conditions as such Company Securities of the same type are proposed to be offered to others, Company Securities up to such Major Holder's Preemptive Amount. "Preemptive Amount" means the maximum number of Company Securities proposed to be issued in the relevant issuance multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock (on an as-converted basis) beneficially owned by such Company Security Holder immediately prior to the issuance and the denominator of which shall be the total number of shares of Common Stock (on an as-converted basis) beneficially owned by all Major Holders immediately prior to such issuance.

(b) The Company shall cause to be given to each Major Holder prior to the proposed issuance a written notice setting forth the consideration that the Company intends to receive and the terms and conditions upon which the Company Securities shall be issued (the "Preemptive Notice"). After receiving a Preemptive Notice, any Major Holder that desires to exercise its Preemptive Right must give notice to the Company in writing, within ten (10) Business Days after the date that such Preemptive Notice is delivered, specifying (i) that such Major Holder (or an Affiliate thereof) desires to purchase Company Securities of such issuance and (ii) the number of such Company Securities, up to the applicable Preemptive Amount (the "Preemptive Reply"). Such Preemptive Reply shall also include the maximum number of Company Securities the Major Holder (or an Affiliate thereof) would be willing to purchase in the event any other Major Holder elects to purchase less than its pro rata portion of such Company Securities. If any Major Holder fails to elect to purchase its full pro rata portion of such Company Securities, the Company shall allocate any remaining amount among those Major Holders who have indicated in their Preemptive Reply a desire to purchase Company Securities in excess of their respective pro rata portion. Such allocation of such remaining amount shall be made pro rata in accordance with the shares of Common Stock (on an as-converted basis) held by each such Major Holder (immediately prior to giving effect to the issuance of the Company Securities) relative to the aggregate number of shares of Common Stock (on an as-converted basis) held by the Major Holders that have elected to purchase more than their pro rata portion of such Company Securities (up to, in the case of each such Major Holder, the maximum number specified in such Major Holder's Preemptive Reply). A Preemptive Reply shall constitute an irrevocable commitment by such Major Holder (or an Affiliate thereof) to purchase such Company Securities if the issuance occurs on the terms contemplated in the Preemptive Notice. The closing of the sale pursuant to a Preemptive Reply shall occur concurrently with the closing of the issuance giving rise to the Preemptive Right, but no later than ninety (90) days following the expiration of such ten (10) Business Day period. After such ten (10) Business Day period, any Company Securities not subscribed for pursuant to valid Preemptive Replies may, during the period not exceeding ninety (90) days following the expiration of such ten (10) Business Day period, be issued to third parties on terms and conditions no less favorable to the Company, and at a price not less than the price set forth in the Preemptive Notice. Any such Company

Securities not issued during such ninety (90) day period shall thereafter again be subject to the Preemptive Rights provided for in this Section 6. In the event that the consideration received by the Company in connection with an issuance is property other than cash, each Major Holder (or an Affiliate thereof) that elects to exercise its Preemptive Right pursuant to this Section 6(b) may, at its election, pay in cash the fair market value, as determined by the Board in good faith, of such non-cash consideration on a per-Company Security basis.

(c) Notwithstanding anything to the contrary contained herein, the Company may, in order to expedite the issuance of Company Securities under this Section 6, issue all or a portion of such Company Securities to one or more Persons (each, an "Initial Subscribing Investor"), without complying with the provisions of this Section 6; provided that, prior to such issuance, either (i) each Initial Subscribing Investor agrees to offer to sell to each Major Holder (or an Affiliate thereof) that is an "accredited investor" and that is not an Initial Subscribing Investor (each such Major Holder (or an Affiliate thereof), an "Other Accredited Stockholder") its respective Preemptive Amount of such Company Securities on the same terms and conditions as issued to the Initial Subscribing Investors or (ii) the Company shall offer to sell an additional amount of such Company Securities to each Other Accredited Stockholder only in an amount and manner that provides such Other Accredited Stockholders with rights substantially similar to the rights outlined in Sections 6(a) and (b). The Initial Subscribing Investors or the Company, as applicable, shall offer to sell such Company Securities to each Other Accredited Stockholder within sixty (60) days after the closing of the purchase of the Company Securities by the Initial Subscribing Investors.

(d) The provisions of this Section 6 shall not apply to issuances by the Company: (i) to any wholly owned Subsidiary of the Company; (ii) upon the exercise or conversion of any Common Stock Equivalents; (iii) to officers, employees, directors, independent contractors, or consultants of the Company or any of its Subsidiaries in connection with such Person's employment, independent contractor, or consulting arrangements with the Company or any of its Subsidiaries, in each case to the extent approved by the Board or the appropriate committee of the Board or pursuant to an employee benefit plan or arrangement approved by the Board or the appropriate committee of the Board; provided that issuances by the Company pursuant to this Section 6(d)(iii) shall not exceed in the aggregate 500,000 shares of Common Stock; (iv) (A) in any business combination or acquisition transaction involving the Company or any of its Subsidiaries, (B) in connection with any joint venture or strategic partnership entered into primarily for purposes other than raising capital (as determined by the Board or the appropriate committee of the Board in good faith), or (C) to financial institutions, commercial lenders, broker/finders, or any similar party, or their respective designees, in connection with the incurrence or guarantee of indebtedness by the Company or any of its Subsidiaries, in each case to the extent approved by the Board or the appropriate committee of the Board; (v) in connection with any stock split, stock dividend paid on a proportionate basis to all holders of the affected class of capital stock, or recapitalization approved by the Board; or (vi) pursuant to or after a Public Offering.

SECTION 7. CONFLICTS OF INTEREST

Subject to the other express provisions of this Agreement or except as otherwise expressly agreed in writing, each Company Security Holder at any time and from time to time

may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Company Security Holder the right to participate therein. Each Company Security Holder may invest in, or provide services to, any Person that directly or indirectly competes with the Company and shall have no obligation to present any business opportunity to the Company or any other Company Security Holders, even if the opportunity is one that the Company might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so. No Company Security Holder shall be liable to the Company or any other Company Security Holder for breach of any fiduciary or other duty solely by reason of the fact that any such Company Security Holder pursues or acquires such business opportunity, directs such business opportunity to another Person or fails to present such business opportunity to the Company. For the avoidance of doubt, this Section 7 does not apply to officers or employees of the Company.

SECTION 8. ADDITIONAL COMPANY SECURITY HOLDERS AND LIMITATIONS ON TRANSFERS BY COMPANY SECURITY HOLDERS

(a) The parties hereto acknowledge that certain Persons, including, without limitation, Transferees, directors, employees and consultants of the Company and its Affiliates, may become Company Security Holders after the Effective Date (the "Additional Company Security Holders"). As a condition to the Transfer or issuance of Company Securities to each such Additional Company Security Holder, the Company shall require each such Additional Company Security Holder to execute and deliver an agreement in writing to be bound by the terms and conditions of this Agreement and, if such Additional Company Security Holder is a Transferee, assume the rights and obligations of its transferor (or if such transferor is not a party or subject hereto, the rights and obligations that such transferor would have hereunder as a party hereto as of the Effective Date) pursuant to a joinder agreement substantially in the form attached as Exhibit A hereto (a "Joinder Agreement") and may require an opinion of counsel (to be provided at the Additional Company Security Holder's sole cost and expense) to establish that registration of the proposed Transfer is not required under the Securities Act or any applicable state securities laws or "blue sky" laws. Notwithstanding the foregoing, with no further action or consent required, including, but not limited to, failure to execute and deliver a Joinder Agreement, any Person that is required to or becomes a Company Security Holder on or after the Effective Date shall be bound by the terms of this Agreement and shall be deemed to be a Company Security Holder with respect to such Company Securities pursuant to the terms of this Agreement, and any Company Securities Transferred to such Additional Company Security Holder shall become or remain subject to the terms of this Agreement.

(b) Subject to the other provisions of this Section 8, this Agreement shall not prohibit or limit the Transfer of Company Securities, except that (i) all Company Securities shall be subject to the provisions of Section 3 and (ii) Transfers of Company Securities, if subject to the provisions of Section 4, must be made in compliance with such provisions of Section 4.

(c) Notwithstanding anything herein to the contrary, no Company Security Holder may Transfer any Company Securities unless such Transfer is in compliance with applicable securities laws and no Company Securities may be Transferred (other than in

connection with, but subject to consummation of, an Underwritten Public Offering) if such Transfer would result in the Company being subject to the reporting requirements of the Exchange Act or any other similar rule or regulation.

(d) Notwithstanding anything herein to the contrary, (i) no Company Security Holder may Transfer any Company Securities to any Person if, after giving effect to such proposed Transfer to such Person, such Person, together with its Company Security Holder Group, would beneficially own, directly or indirectly, 1,000,000 shares of Common Stock (on a Fully Diluted Basis) and (ii) no Person or Company Security Holder Group (other than the Initial Major Holders) shall beneficially own, after giving effect to any acquisition or proposed acquisition of Company Securities, directly or indirectly, 1,000,000 shares of Common Stock (on a Fully Diluted Basis), in the case of each of (i) and (ii) without the approval of a majority of the disinterested directors of the Board (provided that so long as any Initial Major Holder has the right to nominate and elect directors pursuant to Section 2(a)(ii), a majority of the directors so nominated and elected shall also be required) in respect of the acquisition thereof (as determined by the Board in its sole discretion).

(e) Notwithstanding anything herein to the contrary, no Company Security Holder shall Transfer (other than pursuant to Section 3 above) any Company Securities to an Ineligible Person or an Affiliate of an Ineligible Person (other than an Excluded Affiliate) without the consent of the Board Majority; provided, further, that, for so long as the BlackRock Security Holder Group has the right to designate and nominate a BlackRock Director, such Board Majority must include at least one (1) of the BlackRock Directors.

(f) Notwithstanding anything herein to the contrary, no Company Security Holder shall Transfer any Company Securities to any Person, unless such Person is either (i) already a Company Security Holder prior to such Transfer or (ii) an "accredited investor" as such term is defined under Regulation D of the Securities Act.

(g) Any Transfer or attempted Transfer of Company Securities in violation of any provisions of this Agreement shall be void, and the Company shall not record such Transfer on its books or treat any purported Transferee of such Company Securities as the owner of such Company Securities for any purpose, including with respect to the payment of dividends with respect thereto. Furthermore, prior to recording such Transfer on its books or treating any purported Transferee of such Company Securities as the owner of such Company Securities for any purpose, the Company may require such purported Transferee to certify or make representations with respect to the matters set forth in this Section 8.

SECTION 9. INFORMATION RIGHTS

(a) Until such time as the Company becomes a reporting company under the Exchange Act, the Company shall make available (via a password-protected "data site" hosted by IntraLinks or similar site) the following reports to each Company Security Holder that is not an Ineligible Person:

(i) Annual Reports. Within ninety (90) (or in the case of the fiscal year ending December 31, 2016, one hundred fifty (150)) days after the end of each fiscal year,

the Company's consolidated balance sheet and related statements of income, Stockholders' equity, and cash flows showing the financial condition of the Company and its consolidated Subsidiaries as of the close of such fiscal year and the results of its operations and the operations of such Subsidiaries during such year, together with comparative figures for the immediately preceding fiscal year, all audited by independent public accountants or auditors of recognized national standing and accompanied by an opinion of such accountants, which shall be without a "going concern" or like qualification, exception, or reference and without any qualification or exception as to the scope of such audit, to the effect that such consolidated financial statements fairly present the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, together with a customary "management discussion and analysis" provision; and

(ii) Quarterly Reports. Within forty-five (45) days after the end of each of the first three fiscal quarters of each fiscal year, the Company's consolidated balance sheet and related statements of income, Stockholders' equity, and cash flows showing the financial condition of the Company and its consolidated Subsidiaries as of the close of such fiscal quarter and the results of its operations and the operations of such Subsidiaries during such fiscal quarter and the then elapsed portion of the fiscal year, and comparative figures for the same periods in the immediately preceding fiscal year, all certified by a Financial Officer as fairly presenting in all material respects the financial condition and results of operations of the Company and its consolidated Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject to normal year-end audit adjustments, together with a customary "management discussion and analysis" provision; provided, however, that the requirement to deliver the information described in the foregoing clauses (i) and (ii) shall be deemed to have been satisfied to the extent that the Company delivers to the Company Security Holder copies of such information delivered to the lenders under the New First Lien Exit Facility.

(b) Limitations. Notwithstanding the foregoing, the Company shall not be obligated to make available any of the above information to any Company Security Holder that is, or is an Affiliate (other than an Excluded Affiliate) of, an Ineligible Person.

(c) Any Company Security Holder shall have the right during the usual hours for business and upon reasonable notice to the Company to inspect for any proper purpose, and to make copies and extracts from: (i) the Company's stock ledger, a list of its Company Security Holders, and its other books and records; and (ii) any of the Company's Subsidiaries' books and records, to the extent that the Company has actual possession and control of such records of such subsidiary, or the Company could obtain such records through the exercise of control over the applicable Subsidiary; provided that as of the date of the making of the demand: (x) the Company Security Holder's inspection of such books and records of the applicable Subsidiary would not constitute a breach of an agreement between the Company or the applicable Subsidiary and any Person or Persons not affiliated with the Company; and (y) the Subsidiary would not have the right under applicable law to it to deny the Company access to such books and records upon demand by the Company.

(d) Until such time as the Company becomes a reporting company under the Exchange Act, the Company may request that each Company Security Holder provide the Company with a certificate, within 30 days of such request, certifying whether such Company

Security Holder is an "accredited investor" as such term is defined under Regulation D of the Securities Act.

SECTION 10. CONFIDENTIALITY

Each Company Security Holder agrees that Confidential Information has been and may be made available to it in connection with its interest in the Company or any of its Subsidiaries. Each Company Security Holder agrees not to divulge or communicate to a third party (including, without limitation, an Ineligible Person or an Affiliate of an Ineligible Person), or use for any purpose, other than in connection with such Company Security Holder's investment in the Company or any of its Subsidiaries, in whole or in part, Confidential Information, without the prior written consent of the Company or any of its Subsidiaries; provided that (a) Confidential Information may be disclosed if required by applicable law or any governmental authority, or in response to a request from a regulatory or self-regulatory or supervisory authority having or asserting jurisdiction over the applicable Company Security Holder, so long as such Company Security Holder has used commercially reasonable efforts to preserve the confidentiality of such Confidential Information, and (b) each Company Security Holder may disclose Confidential Information to its Affiliates and its and their partners, members, equityholders, advisors, directors, officers, employees, agents, accountants, attorneys, advisors, existing and potential investors, or Persons who have expressed a bona fide interest in becoming partners or members in such Company Security Holder or its related investment funds, or an acquiror or potential acquiror of Company Securities held by the Company Security Holder to which a Transfer would not be prohibited pursuant to the terms hereof (collectively, the "Representatives"), so long as such Representatives agree to keep such information confidential on substantially the same, and no less burdensome, terms than those set forth in this Section 10.

SECTION 11. PROTECTIVE COVENANTS

(a) Neither the Company nor any of its Subsidiaries shall take any of the following actions without the affirmative vote of a Requisite Majority:

(i) subject to Section 3, enter into any merger, amalgamation, consolidation or other reorganization with or into another entity (other than a wholly owned Subsidiary of the Company);

(ii) increase or decrease the size of the Board;

(iii) create any new class of stock or modify the rights of any existing class of stock;

(iv) increase the number of authorized shares of any class of stock;

(v) issue or authorize any additional shares of Common Stock or Common Stock Equivalents or any other equity interests of the Company or any equity interests in any of its Subsidiaries other than to the Company or a direct or indirect wholly owned Subsidiary of the Company, other than in connection with a Qualified IPO or issuances of the sorts described in Section 6(d);

(vi) redeem or repurchase any shares of Common Stock or Common Stock Equivalents (other than the repurchase of shares of Common Stock or Common Stock Equivalents from employees in respect of the departure or termination of such employees, as may be approved by Board Majority);

(vii) purchase or acquire or sell or divest any business the enterprise value of which exceeds fifty million dollars ($50,000,000);

(viii) incur any Indebtedness, if after giving effect to such incurrence the aggregate Indebtedness of the Company and its Subsidiaries exceeds one hundred fifty million dollars ($150,000,000);

(ix) declare dividends;

(x) enter into any transaction with any officer, director or any beneficial owner of more than 5% of the Common Stock (on a Fully Diluted Basis) other than (i) employment agreements, indemnities, expense reimbursement or other customary transactions related to the services of directors and officers of the Company, or (ii) any such transaction on an arm's length basis, and approved by a majority of the disinterested directors in respect thereof;

(xi) settle litigation, arbitration or administrative proceedings for an amount in excess of twenty-five million dollars ($25,000,000);

(xii) amend or modify the Organizational Documents of the Company; or

(xiii) agree to do any of the foregoing.

(b) Notwithstanding anything herein to the contrary, the foregoing prohibitions in this Section 11 shall not apply to any such actions taken in connection with an Approved Sale under Section 3 hereof.

SECTION 12. LEGEND ON STOCK CERTIFICATES

(a) Each certificate (if any) representing shares of Common Stock beneficially owned by the Stockholders shall bear the following legend until such time as the shares represented thereby are no longer subject to the provisions hereof:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, OR AN EXEMPTION THEREFROM AND, IN EACH CASE, IN

COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY 11 U.S.C. SECTION 1145, UNDER AN ORDER CONFIRMING THE CHAPTER 11 PLAN OF REORGANIZATION FILED BY UCI HOLDINGS LLC AND CERTAIN OF ITS AFFILIATES IN THE BANKRUPTCY CASE IN THE DISTRICT OF DELAWARE DOCKET NO. 16-11354 (MFW), INCLUDING EXHIBITS AND ALL SUPPLEMENTS, APPENDICES AND SCHEDULES THERETO, AS THE SAME MAY BE ALTERED, AMENDED OR MODIFIED FROM TIME TO TIME. THE HOLDER OF THIS SECURITY IS REFERRED TO 11 U.S.C. SECTION 1145 FOR GUIDANCE AS TO THE SALE OF THIS SECURITY.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO VARIOUS CONDITIONS, INCLUDING CERTAIN RESTRICTIONS ON SALE, DISPOSITION OR TRANSFER AS SET FORTH IN THE CERTIFICATE OF INCORPORATION OF UCI INTERNATIONAL HOLDINGS, INC. (THE "CORPORATION"), AS AMENDED FROM TIME TO TIME (THE "CERTIFICATE OF INCORPORATION"), AND THE STOCKHOLDERS AND REGISTRATION RIGHTS AGREEMENT DATED DECEMBER 30, 2016, AS IT MAY BE AMENDED FROM TIME TO TIME (THE "STOCKHOLDERS AGREEMENT"). NO REGISTRATION OR TRANSFER OF THESE SHARES WILL BE MADE ON THE BOOKS OF THE CORPORATION UNLESS AND UNTIL SUCH RESTRICTIONS SHALL HAVE BEEN COMPLIED WITH. THE CORPORATION WILL FURNISH WITHOUT CHARGE, UPON WRITTEN REQUEST TO THE CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS, TO EACH HOLDER OF RECORD OF THE SHARES REPRESENTED BY THIS CERTIFICATE, A COPY OF THE CERTIFICATE OF INCORPORATION AND STOCKHOLDERS AGREEMENT CONTAINING THE ABOVE-REFERENCED RESTRICTIONS ON TRANSFERS OF SHARES.

THE HOLDER OF THIS CERTIFICATE BY ACCEPTANCE OF THIS CERTIFICATE AGREES TO BE BOUND BY THE PROVISIONS OF THE STOCKHOLDERS AGREEMENT, INCLUDING RESTRICTIONS RELATING TO THE EXERCISE OF VOTING RIGHTS RELATED THERETO.

THE HOLDER OF THIS SECURITY AGREES FOR THE BENEFIT OF THE CORPORATION THAT (A) THIS SECURITY MAY NOT BE OFFERED, RESOLD, PLEDGED OR OTHERWISE TRANSFERRED BY ANY HOLDER THAT IS AN "AFFILIATE" (WITHIN THE MEANING OF RULE 144 UNDER THE SECURITIES ACT) OF THE CORPORATION, OTHER THAN (I) TO THE CORPORATION OR A SUBSIDIARY THEREOF, (II) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (III) ACCOMPANIED BY AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE CORPORATION, STATING THAT SUCH OFFER, RESELL, PLEDGE OR TRANSFER IS EXEMPT FROM THE REGISTRATION REQUIREMENTS UNDER THE SECURITIES ACT AND UNDER ANY APPLICABLE STATE SECURITIES LAWS, AND IN EACH OF CASES (I) THROUGH (III) IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND (B) THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER OF THIS SECURITY FROM IT OF THE RESALE RESTRICTIONS SET FORTH IN (A) ABOVE.

(b) In the event that the restrictive legend set forth in Section 12(a) above has ceased to be applicable to the shares of Common Stock held by a Stockholder, the Company shall provide such Stockholder, at his, her or its request, with new certificates for such shares not bearing the legend with respect to which the restriction has ceased and terminated. In connection with and following the Company's IPO, the Company shall provide each Stockholder, at his, her or its request, with new certificates for all shares of Common Stock held by such Stockholder not bearing the legend.

SECTION 13. DURATION OF AGREEMENT

The rights and obligations of the Company Security Holders and the Company under Sections 2 (Board of Directors), 3 (Drag-Along Rights), 4 (Tag-Along Rights), 6 (Preemptive Rights), 7 (Conflicts of Interest), 8 (Additional Company Security Holders and Limitations on Transfers by Company Security Holders), 9 (Information Rights), 11 (Protective Covenants), and 23 (Issuances of Company Securities) shall terminate upon a Qualified IPO. Except as otherwise provided or specified in this Agreement, the rights and obligations of each Company Security Holder under this Agreement shall terminate, as to such Company Security Holder, upon the Transfer in accordance with this Agreement or disposition pursuant to an effective registration statement under the Securities Act and in compliance with all applicable state securities and "blue sky" laws of all Company Securities beneficially owned by such Company Security Holder, and as to all Company Security Holders upon a Transfer of all or substantially all of the assets, Company Securities, or merger of the Company in which the Company Security Holders receive cash or securities of any person that is not an Affiliate of the Company or any of its Subsidiaries upon such merger.

SECTION 14. SEVERABILITY

If any provision of this Agreement or the application of any such provision to any Person(s) or circumstance(s) shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall remain in full force and be effectuated as if such illegal, invalid, or unenforceable provision is not part hereof.

SECTION 15. GOVERNING LAW, JURISDICTION, PROCESS

(a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to choice of law principles thereof).

(b) Jurisdiction and Venue. Subject to the proviso to the last sentence of this Section 15(b), each of the parties hereto (i) consents to submit itself to the exclusive personal jurisdiction of the Chancery Court of Delaware and, if such court declines jurisdiction, any Federal court located in the State of Delaware in the event of any action arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (iii) agrees that it will not bring any action arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Chancery Court of Delaware and, if such court declines jurisdiction, a Federal court sitting in the State of Delaware. In any action arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each party irrevocably and unconditionally waives and agrees not to assert by way of motion, as a defense or otherwise any claims that it is not subject to the jurisdiction of the above courts, that such action is brought in an inconvenient forum or that the venue of such action is improper; provided, however, that, notwithstanding anything to the contrary in this Section 15 or otherwise, the Company shall retain the right to bring any such action arising out of or relating to this Agreement or any of the transactions contemplated hereby, to the extent that the subject matter of such action is contemplated by the Plan or the Disclosure Statement, in the United States Bankruptcy Court for the District of Delaware, and each of the parties hereto (i) consents to submit itself to the exclusive personal jurisdiction of the Chancery Court of Delaware and, if such court declines jurisdiction, any Federal court located in the State of Delaware in the event of any action arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court.

(c) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for the giving of notices pursuant to Section 18.

SECTION 16. STOCK DIVIDENDS, ETC.

The provisions of this Agreement shall apply to any and all Company Securities that may be issued in respect of, in exchange for, or in substitution for Company Securities, by

reason of any stock dividend, split, reverse split, combination, recapitalization, reclassification, or otherwise in such a manner as to reflect the intent and meaning of the provisions hereof.

SECTION 17. BENEFITS OF AGREEMENT

Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties (including Transferees of any Company Securities). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement provided, however, that the rights and benefits of each Initial Major Holder pursuant to Section 2 are personal to each such Initial Major Holder and may not be assigned to any Person.

SECTION 18. NOTICES

All notices or other communications which are required or permitted hereunder shall be in writing and shall be deemed to have been given if (a) personally delivered or sent by facsimile or electronic mail (in each case, subject to the receipt of acknowledgment of successful transmission), (b) sent by nationally recognized overnight courier or (c) sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(i) If to the Company:

UCI International Holdings, Inc.
2201 Waukegan Road
Suite 140
Bannockburn, Illinois 60015
Attention: Keith Zar

(ii) If to the Initial Stockholders and Company Security Holders as of the Effective Date, to their respective addresses set forth on Schedule A or, if to such other Company Security Holders, to such address as the party to whom notice is to be given may have furnished in writing in accordance herewith.

Any such communication shall be deemed to have been received (A) when delivered, if personally delivered or sent by facsimile, (B) the next Business Day after delivery, if sent by nationally recognized overnight courier, and (C) on the third Business Day following the date on which the piece of mail containing such communication is posted, if sent by first-class mail.

SECTION 19. MODIFICATION

Subject to Section 24(c), any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively), only with the consent of a Requisite Majority; provided, however, that (i) for so long as the BlackRock Security Holder Group owns any Company Securities, no amendment or waiver to this clause (i), or any provision with

respect to the BlackRock Directors, Observer or BlackRock Demand Registration rights shall be effective without the consent of the BlackRock Security Holder Group Majority, (ii) for so long as the JPM Security Holder Group owns any Company Securities, no amendment or waiver to this clause (ii), or any provision with respect to the JPM Director, Observer or JPM's Demand Registration rights shall be effective without the consent of the JPM Security Holder Group Majority, (iii) for so long as the CSAM Security Holder Group owns any Company Securities, no amendment or waiver to this clause (iii), or any provision with respect to the CSAM Director, Observer or CSAM's Demand Registration rights shall be effective without the consent of the CSAM Security Holder Group Majority, (iv) any amendment which affects an Initial Major Holder in a manner that is disproportionately adverse relative to the other Initial Major Holders shall not be effective against such disproportionately affected Initial Major Holder without its written consent, and (v) no amendment or waiver to this clause (v) or clause (iv) shall be effective without the consent of each Initial Major Holder that holds any Company Securities. Any amendment or waiver effected in accordance with this paragraph shall be binding upon each current Company Security Holder, each future Company Security Holder, and the Company.

SECTION 20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

SECTION 21. NO PARTNERSHIP; SEVERAL OBLIGATIONS; SOLE RECOURSE

Nothing in this Agreement and no actions taken by the parties under this Agreement shall constitute a partnership, association or other co-operative entity between any of the parties or cause any party to be deemed the agent of any other party for any purpose. Notwithstanding anything to the contrary contained in this Agreement, the obligations of each Stockholder hereunder shall be several, not joint and several. Each party, by its acceptance of the benefits hereof, covenants, agrees and acknowledges that no person other than persons that are expressly named as parties hereto shall have any obligation hereunder and that, notwithstanding the organizational structure of a party, no recourse hereunder or under any documents or instruments delivered in connection herewith shall be had against any current or future director, officer, agent, employee, general or limited partner, member, manager, stockholder or affiliate of any party hereto or any current or future director, officer, agent, employee, general or limited partner, member, manager, stockholder, affiliate or assignee of any of the foregoing (each, a "Non-Recourse Person"), whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any Non-Recourse Person, as such, for any obligations of any party under this Agreement or any documents or instruments delivered in connection herewith or for any claim based on, in respect of or by reason of such obligations or their creation.

SECTION 22. CONSENT OF SPOUSE

If any Company Security Holder is married on the date of this Agreement, the Company request that such Company Security Holder's spouse execute and deliver to the Company a consent of spouse in the form of Exhibit B hereto ("Consent of Spouse"), effective on the date hereof. Notwithstanding the execution and delivery thereof, such consent shall not be deemed to confer or convey to the spouse any rights in such Company Security Holder's Company Securities that do not otherwise exist by operation of law. If any Company Security Holder should marry or remarry subsequent to the date of this Agreement, the Company may request that such Company Security Holder within thirty (30) days thereafter obtain his/her new spouse's acknowledgement of and consent to the existence and binding effect of all restrictions contained in this Agreement by causing such spouse to execute and deliver a Consent of Spouse acknowledging the restrictions and obligations contained in this Agreement and agreeing and consenting to the same.

SECTION 23. WAIVER OF JURY TRIAL

TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (B) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

SECTION 24. INTERPRETATION; ABSENCE OF PRESUMPTION

(a) For the purposes hereof, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified, (iv) the word "or" shall not be exclusive, (v) provisions shall apply, when appropriate, to successive events and transactions, (vi) "own," "ownership," "held," and "holding" refer to ownership or holding as record holder or record owner, (vii) "beneficially own" in respect of any capital stock refers to beneficial ownership assuming the conversion, exercise, and exchange of all Common Stock Equivalent in respect of such capital stock, and (viii) the headings and captions of this Agreement are for convenience of reference only and shall not define, limit or otherwise affect any of the terms hereof.

(b) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

(c) Wherever in this Agreement there is a reference to a specific number of shares of Common Stock or Common Stock Equivalents of the Company of any class or series,

then, upon the occurrence of any subdivision, combination or stock dividend of such class or series of stock, the specific number of shares so referenced in this Agreement shall automatically be proportionally adjusted to reflect the effect on the outstanding shares of such class or series of stock by such subdivision, combination or stock dividend. Notwithstanding anything to the contrary herein, the Company may amend and restate this Agreement to reflect such adjustment and any other prior amendments that have been properly adopted and effected in accordance herewith, without any additional consent required.

SECTION 25. LOST, ETC. CERTIFICATES EVIDENCING SHARES; EXCHANGE

Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of any certificate evidencing any share owned by a Stockholder and (in the case of loss, theft or destruction) of a bond or an indemnity satisfactory to it, and upon surrender and cancellation of such certificate, if mutilated, the Company will make and deliver in lieu of such certificate a new certificate of like tenor and for the number of securities evidenced by such certificate which remain outstanding. Upon surrender of any certificate representing any shares for exchange at the office of the Company, the Company at its expense will cause to be issued in exchange therefor new certificates in such denomination or denominations as may be requested for the same aggregate number of shares represented by the certificate so surrendered and registered as such holder may request.

SECTION 26. ISSUANCES OF COMPANY SECURITIES

Any issuance or attempted issuance of Company Securities in violation of any provisions of this Agreement shall be void, and the Company shall not record any such issuance on its books.

SECTION 27. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts taken together shall constitute but one agreement.

IN WITNESS WHEREOF, the Company has executed this Agreement as of the date first above written.

UCI INTERNATIONAL HOLDINGS, INC.

By:_____
Name:
Title:

SCHEDULE A
Initial Stockholders and Company Security Holders as of the Effective Date

SCHEDULE B
Transferees/Grantees of Company Securities Subsequent to the Effective Date

ANNEX A
Registration Rights

EXHIBIT A
Form of Joinder Agreement

FORM OF ADDITIONAL COMPANY SECURITY HOLDER JOINDER AGREEMENT TO STOCKHOLDERS AND REGISTRATION RIGHTS AGREEMENT OF UCI INTERNATIONAL HOLDINGS, INC.

Dated as of [_____]

The undersigned hereby agrees to become a party to the Stockholders and Registration Rights Agreement of UCI International Holdings, Inc. (the "Company"), dated as of December 30, 2016 (as amended, supplemented or otherwise modified from to time to time, the "Agreement"), and shall be entitled to all of the rights and subject to all of the obligations of a Company Security Holder and Stockholder (each as defined in the Agreement), as applicable, under the Agreement. The undersigned hereby represents and warrants that he, she or it is an "accredited investor" as such term is defined under Regulation D of the Securities Act. The undersigned hereby acknowledges that all Company Securities (as defined in the Agreement) beneficially owned by the undersigned shall be deemed to be Company Securities, as applicable, for all purposes of the Agreement. If the undersigned is a transferee of such Company Securities, the undersigned hereby assumes the rights and obligations of its transferor in respect of beneficial ownership of such Company Securities. The undersigned hereby authorizes the Company to add the name of the undersigned, the number and type of Company Securities transferred/granted to the undersigned, the date of such transfer/grant, the address of the undersigned, and its transferor, if applicable, to Schedule B of the Agreement.

[TRANSFEREE/GRANTEE]

By:_____

Name:_____

Title:_____

Address: _____

_____

Facsimile:_____

Type and Number of Company Securities Transferred/Granted:

_____

_____

Transferor of Company Securities, if applicable:

_____

Acknowledged and Accepted:

UCI International Holdings, Inc.

By:_____

Name:_____

Title:_____

EXHIBIT B
Form of Consent of Spouse

CONSENT OF SPOUSE

I, _____, spouse of _____ acknowledge that I have read the Stockholders and Registration Rights Agreement of UCI International Holdings, Inc., dated as of December 30, 2016, to which this consent is attached as Exhibit B (the "Agreement"), and that I know the contents of the Agreement. I am aware that the Agreement contains provisions regarding restrictions on the Company Securities (as defined in the Agreement) that my spouse may own, including any interest I might have therein.

I hereby agree that my interest, if any, in any Company Securities subject to the Agreement shall be irrevocably bound by the Agreement and further understand and agree that any community property interest I may have in such Company Securities shall be similarly bound by the Agreement.

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

By: _____
Name:

Dated: _____

EXHIBIT C

1. Blackrock Security Group's Transfer of 380,503 shares of Common Stock to UCI Investment Partners, LLC.