EXECUTION VERSION

REDACTED

STOCK PURCHASE AGREEMENT

BY AND AMONG

WINK HOLDCO, INC.,

SUPERIOR VISION CORP.

AND

SUPERIOR VISION HOLDING COMPANY, LLC

Dated as of November 21, 2015

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STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of November 21, 2015 (the "Agreement"), by and among Wink Holdco, Inc., a Delaware corporation ("Purchaser"), Superior Vision Corp., a Delaware corporation ("Company"), and Superior Vision Holding Company, LLC, a Delaware limited liability company ("Seller").

R E C I T A L S:

WHEREAS, as of the date hereof, Seller owns all of the issued and outstanding shares of capital stock of the Company (such shares, the "Shares");

WHEREAS, the parties hereto desire that, immediately prior to the consummation of the transactions contemplated hereby, Seller shall distribute the Rollover Shares to the Rollover Shareholders (as defined below) based on each Rollover Shareholder's Applicable Rollover Amount (as defined below) (the "Distribution") and upon the effectiveness of the Distribution, Seller will hold the record, beneficial and direct ownership of all of the issued and outstanding equity interests in the Company other than the Rollover Shares, and Seller and the Rollover Shareholders, in the aggregate, shall own 100% of the issued and outstanding shares of capital stock in the Company;

WHEREAS, Seller desires to sell the Shares other than the Rollover Shares to Purchaser (the "Share Sale"), and Purchaser desires to purchase the Shares other than the Rollover Shares, all upon the terms and conditions set forth herein;

WHEREAS, contemporaneously with the Closing the Rollover Shareholders desire to transfer to Wink Parent, Inc., a Delaware corporation ("Parent"), and Parent desires to accept from the Rollover Shareholders, the Rollover Shares in exchange for equity interests in Parent on the terms and conditions set forth in (i) those certain Contribution Agreements set forth on Schedule 1.1(a) of the Purchaser Disclosure Schedule (as defined below), dated as of the date hereof, by and among Parent and each Rollover Shareholder that is a party thereto and (ii) any other Contribution Agreements entered into between Parent and any Rollover Shareholder on or prior to the Closing Date (clauses (i) and (ii), collectively, the "Contribution Agreements"), and simultaneous therewith, subject to the terms and conditions of the Equity Commitment Letter, the Guarantor and/or any affiliated investment funds desires to transfer cash to Parent, and Parent desires to accept such cash, in exchange for equity interests in Parent;

WHEREAS, immediately thereafter, Parent desires to contribute as a contribution to capital the Rollover Shares and cash received from the Guarantor and/or any affiliated investment funds to Purchaser, a wholly owned subsidiary of Parent;

WHEREAS, immediately thereafter, the Seller desires to sell and transfer the Shares other than the Rollover Shares, and Purchaser desires to acquire the Shares other than the Rollover Shares from the Seller, all on the terms and subject to the conditions set forth in this Agreement, so that after (i) the contribution of the Rollover Shares from the Rollover Shareholders to Parent, (ii) the second contribution of the Rollover Shares from Parent to Purchaser and (iii) the purchase of the Shares other than the Rollover Shares from the Seller,

Purchaser will own, in the aggregate, 100% of the issued and outstanding shares of capital stock in the Company;

WHEREAS, the transactions contemplated by (i) the Distribution is intended to be a distribution governed by Section 731 of the Code and (ii) the contributions pursuant to the Contribution Agreements are intended to be governed by Section 351 of the Code (collectively, the "Agreed Tax Treatment"); and

WHEREAS, prior to or concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Seller's willingness to enter into this Agreement, Centerbridge Capital Partners III, L.P. (the "Guarantor") has entered into a Limited Guarantee, dated as of the date hereof (the "Guarantee"), pursuant to which the Guarantor has guaranteed certain obligations of Purchaser hereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions.

(a) For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"280G Vote" has the meaning set forth in Section 7.15.

"Accounting Firm" has the meaning set forth in Section 2.3(c).

"Actions" has the meaning set forth in Section 7.13(a).

"Actual Adjustment" means (i) the Final Purchase Price minus (ii) the Estimated Purchase Price.

"Adjustment Escrow Account" has the meaning set forth in Section 2.2(b)(vi) B.

"Adjustment Escrow Amount" means $.

"Adjustment Time" means 11:59 p.m., New York, New York time, on the Closing Date; provided, however, that, notwithstanding the foregoing, other than the transactions contemplated by Sections 7.18(a) and (b), all effects arising from the consummation of the transactions contemplated hereby or after the Closing and prior to the Adjustment Time outside of the Ordinary Course of Business, including any debt financing arranged by Purchaser, any Cash and Cash Equivalents contributed to the Company after the Closing by the debt or equity financing arranged by Purchaser, or any Company Transaction Expenses or Company Indebtedness repaid or discharged at or after the Closing and prior to the Adjustment Time, will

be disregarded for the purposes of any determination of Closing Cash, Closing Indebtedness, and Closing Working Capital as of the Adjustment Time.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"Agreed Tax Treatment" has the meaning set forth in the Recitals.

"Agreement" has the meaning set forth in the introduction to this Agreement.

"Alternative Arrangements" means (i) any proceeds actually received from insurance policies covering the damage, loss, liability or expense that is the subject to the claim for indemnity, and (ii) any proceeds actually received from third parties, including, without limitation, any party to any Prior Acquisition Agreement, through indemnification, counterclaim, reimbursement arrangement, contract or otherwise in compensation for the subject matter of the indemnification claim by such indemnitee, in each case with respect to clauses (i) and (ii), net of any collection expenses, deductibles, increased premiums and co-pays.

"Annual Statements" has the meaning set forth in Section 4.5(b).

"Antitrust Laws" has the meaning set forth in Section 7.3(c).

"Applicable Department of Insurance" means each of the Arizona Department of Insurance, New Jersey Department of Banking and Insurance, the Texas Department of Insurance and the Wisconsin Office of the Commissioner of Insurance.

"Applicable Insurance Codes" means the insurance Laws of Arizona, New Jersey, Texas and Wisconsin applicable to each of the Applicable Departments of Insurance.

"Applicable Rollover Amount" means, (i) with respect to each Rollover Shareholder that is a party to a Contribution Agreement set forth on Schedule 1 of the Purchaser Disclosure Schedule, the dollar amount set forth opposite such Rollover Shareholder's name on Schedule I thereto and (ii) with respect to each Rollover Shareholder that is a party to a Contribution Agreement entered after the date hereof but on or prior to the Closing Date, the dollar amount set forth in a written notice delivered by Purchaser to Seller.

"Assets" means all properties and assets of the SV Companies used in the conduct of their business.

"Audit Reports" has the meaning set forth in Section 4.14(d).

"Base Price" has the meaning set forth in Section 2.2(a)(i).

"Basket" has the meaning set forth in Section 10.1(b).

"Books and Records" means all books, files, reports, plans, records, manuals, maps and engineering data of or held by any SV Company.

"Bringdown Certificate" has the meaning set forth in Section 8.1(c).

"Burdensome Condition" means an obligation to take or refrain from or to agree to take or refrain from taking any action or to suffer to exist any restriction, condition or requirement imposed by any Governmental Body which would have a material adverse effect on the benefits, taken as a whole, that Purchaser and Guarantor and/or any affiliated investment funds that are to invest in Parent could otherwise reasonably expect to derive from the consummation of the transactions contemplated hereby had Purchaser, the SV Companies or their respective Affiliates not been obligated to take or refrain from or to agree to the taking or refraining from such action or suffer to exist such restriction, condition or requirement. For the avoidance of doubt, the delay or failure of any Applicable Department of Insurance to approve any amendment, modification or supplement to the existing intercompany agreements to which certain of the SAP Subsidiaries are a party shall not constitute a Burdensome Condition.

"Business Day" means any day of the year on which national banking institutions in New York, New York, are open to the public for conducting business and are not required or authorized to remain closed.

"Business Employee" means any individual (x) employed by any SV Company as of the date hereof or (y) hired by any SV Company between the date hereof and the Closing Date, but excluding any individual who ceases to be employed by any SV Company prior to the Closing Date.

"Cap" has the meaning set forth in Section 10.1(b).

"Cash and Cash Equivalents" shall mean cash and cash equivalents of the SV Companies determined on a consolidated basis, as of the Adjustment Time calculated in accordance with the accounting methodologies, practices, estimation techniques, assumptions and principles used by the SV Companies as of the date hereof; provided, however, that, notwithstanding anything to the contrary herein, for the purposes of the SAP Subsidiaries, including in the case of clause (i) of the definitions of "Restricted Cash" and "Surplus Cash", and for the purposes of clause (ii) of the definitions of "Restricted Cash" and "Surplus Cash", in each case, Cash and Cash Equivalents shall be calculated in accordance with SAP. For the avoidance of doubt, Cash and Cash Equivalents shall be (i) reduced by checks and drafts written by the SV Companies but not yet cleared and wires or deposits in transit, in each case, as of the Adjustment Time and (ii) increased by checks and drafts for the benefit of the SV Companies which have been received by the SV Companies but not yet cleared and wires or deposits in transit, in each case, as of the Adjustment Time, in all cases, other than such wires or deposits in transit relating to the Closing.

"Claim" has the meaning set forth in Section 10.3.

"Closing" has the meaning set forth in Section 3.1.

"Closing Cash" shall mean all Cash and Cash Equivalents of the SV Companies minus Restricted Cash and minus Surplus Cash, as of the Adjustment Time.

"Closing Date" has the meaning set forth in Section 3.1.

"Closing Date Payments" has the meaning set forth in Section 6.6(a).

"Closing Estimate" has the meaning set forth in Section 2.3(a).

"Closing Statement" has the meaning set forth in Section 2.3(b).

"Closing Working Capital" shall mean, as of the Adjustment Time, the amount by which (a) the aggregate current assets of the SV Companies (but excluding the SAP Subsidiaries) on a consolidated basis exceeds (b) the aggregate current liabilities of the SV Companies (but excluding the SAP Subsidiaries) on a consolidated basis, calculated in accordance with the calculation of Estimated Working Capital set forth on Exhibit A and on a basis consistent with the accounting methodologies, practices, estimation techniques, assumptions and principles used by the SV Companies as of the date hereof, provided, however, that (i) "current assets" shall exclude (A) all Cash and Cash Equivalents and (B) all Income Tax assets (current and deferred) of the SV Companies, and (ii) "current liabilities" shall exclude (A) all Company Indebtedness, Company Transaction Expenses and expenses of the SV Companies for which Seller is responsible in accordance with Section 11.1, including any related accruals or reserves therefor, (B) any Income Tax liabilities (current and deferred), (C) any capital, operating or other lease obligations, (D) any letters of credit, bankers acceptances or similar obligations of the SV Companies, or incurred in connection with performance guaranties or related to insurance obligations (including letters of credit supporting insurance policies for workers' compensation), (E) any performance or surety bonds, performance guaranties or similar financial commitments, (F) any deferred compensation or any termination, severance, retiree or similar obligation in respect of officers and employees (including the Management Transaction Bonuses), (G) any reserves and accruals relating to litigation and claims, including, without limitation, unasserted claims and related allowances and the items set forth on Schedule 4.13, (H) any liabilities for which any SV Company has rights of indemnification under Alternative Arrangements and (I) any obligation for the deferred purchase price of property or services with respect to which any SV Company is liable, contingently or otherwise, as obligor or otherwise. For purposes of this definition, including the calculation of "current assets" and "current liabilities," and Article II, (x) the parties shall disregard any adjustments arising from purchase accounting or otherwise arising out of the transactions contemplated by this Agreement and (y) Superior Vision of New Jersey, Inc. is considered an SAP Subsidiary. An illustrative calculation of Closing Working Capital as of September 30, 2015 is set forth on Exhibit A hereto (the "Working Capital Example").

"Closing Working Capital Adjustment" has the meaning set forth in Section 2.2(a)(iii).

"Closing Working Capital Deficit" means the amount, if any, by which Closing Working Capital is less than (i.e., more negative than) ($).

"Closing Working Capital Excess" means the amount, if any, by which Closing Working Capital exceeds (i.e., is less negative than) ($).

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

"Collective Bargaining Agreements" has the meaning set forth in Section 4.12(a).

"Commitment Letters" has the meaning set forth in Section 6.6(a).

"Company" has the meaning set forth in the introduction to this Agreement.

"Company Benefit Plan" has the meaning set forth in Section 4.11(a).

"Company Breaches" has the meaning set forth in Section 10.1(a).

"Company Documents" has the meaning set forth in Section 4.2.

"Company Indebtedness" means, with respect to the SV Companies, on a combined and consolidated basis and without duplication, all (A) indebtedness for borrowed money (including all principal, interest, premiums, penalties, and breakage fees), (B) obligations under any credit facility, note, mortgage, bond, debenture or other debt security or a guarantee, (C) obligations (including breakage costs) payable under any interest rate, foreign exchange or other swap, hedge or other financial derivative instrument or agreement, (D) indebtedness relating to letters of credit, performance bonds, bankers acceptances or similar obligations, in each case, only to the extent drawn, and except such letters of credit, performance bonds, bankers acceptances or similar obligations that are supported by Restricted Cash, (E) liabilities in respect of the deferred purchase price of property (including the acquisition of a business, including all seller notes and the maximum amount of all "earn-out" payments), (F) liabilities arising from cash/book overdrafts, (G) Tax Liability Amount, (H) liabilities and other amounts owed to any beneficial owner of the Company or any such beneficial owner's Affiliates (other than in respect of their roles as Business Employees, as applicable), including, for the avoidance of doubt, any management fees owed to Nautic Partners, LLC or its Affiliates, (I) liabilities arising from accrued and unpaid interest, fees and prepayment premiums or penalties and debt breakage costs payable with respect to any indebtedness of a type described in the foregoing clauses, (J) accrued chairman compensation costs, (K) any obligation to refund Amerigroup for customer retroactive rate liabilities, but only to the extent such liabilities are not supported by Restricted Cash, (L) obligations under capital leases and (M) liabilities relating to guaranties of any SV Company in connection with any of the foregoing clauses. Notwithstanding the foregoing, Company Indebtedness shall exclude (i) IBNR Reserve and Restricted Cash obligations, (ii) any operating lease obligations, (iii) any intercompany indebtedness, accounts, payables, obligations or liabilities of the SV Companies, and (iv) any obligation with respect to liabilities of the type included in Closing Working Capital.

"Company Subsidiary" means each Subsidiary of the Company.

"Company Transaction Expenses" means the fees and expenses incurred on or before the Closing Date and payable by any SV Company to third parties solely related to, or arising solely out of, the sale of the Company or the transactions contemplated by this Agreement, including (i) travel, accounting, legal and investment banking fees and expenses, (ii) any Management Transaction Bonuses and any severance or similar payments arising as a result of the transactions contemplated by this Agreement, in each case whether alone or in combination with other events or the passage of time; provided that severance or similar payments that are triggered by the consummation of a termination of employment that occurs following the Closing Date shall not be a Company Transaction Expense to the extent such termination is solely within the discretion of Purchaser or the SV Companies and not as a result of the applicable individual's termination of his or her employment and (iii) the employer portion of any payroll Taxes that are imposed in connection with any payment made under the immediately preceding clause (ii), in each case that will be paid at Closing pursuant to Section 2.2(b) to the extent included in the Closing Estimate (expressly excluding any expenses of any of the SV Companies incurred in connection with the Equity Financing or the Debt Financing and any expenses set forth in Section 7.3(g) hereof).

"Confidentiality Agreement" has the meaning set forth in Section 7.5.

"Consent" means, with respect to any Person, any approval, authorization, exemption, waiver, permission or consent of any kind of such Person required in order to consummate the Share Sale and other transactions contemplated by this Agreement.

"Consolidated Group" means an "affiliated group" as that term is defined pursuant to Section 1504(a)(1) and (a)(2) of the Code (or any similar provision of state, local or non-U.S. Tax Law) of corporations or entities that file Tax Returns on a consolidated, unified, combined or group basis.

"Contract" means any written contract, lease, commitment, understanding or other agreement or obligation.

"Contribution Agreements" has the meaning set forth in the Recitals.

"Copyrights" has the meaning set forth in Section 1.1 in the Intellectual Property definition.

"Credit Facilities" means, collectively, the Amended and Restated Credit Agreement, dated as of November 26, 2013, as amended, and related agreements thereto or thereunder (in each case, as supplemented, amended, restated, or otherwise modified (including by waiver or consent) from time to time) by and among the SV Companies and Madison Capital Funding LLC (as a lender and as the administrative agent).

"D&O Indemnified Person" has the meaning set forth in Section 7.6(a).

"Damages" has the meaning set forth in Section 10.1(a).

"Debt Commitment Letter(s)" has the meaning set forth in Section 6.6(a).

"Debt Financing" has the meaning set forth in Section 6.6(a).

"Debt Financing Documents" has the meaning set forth in Section 7.14(b).

"Debt Financing Sources" has the meaning set forth in Section 6.6(a).

"Deficiency" shall mean any suspension or any other material limitation, restriction or impairment (other than those that apply generally to those licensees currently doing business in the applicable state) of an Insurance License held by any Insurance Business Subsidiary.

"Disclosure Schedules" has the meaning set forth in the introductory paragraph to Article IV.

"Disputed Items" has the meaning set forth in Section 2.3(c).

"Distribution" has the meaning set forth in the Recitals.

"Environmental Law" means any applicable federal, state or local statute, regulation, ordinance, common law, Order, or other legal requirement currently in effect relating to pollution, the protection of the environment or natural resources, or protection of public or occupational health or safety, including the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. App. § 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), as each has been amended and the regulations promulgated pursuant thereto.

"Equity Commitment Letter" has the meaning set forth in Section 6.6(a).

"Equity Financing" has the meaning set forth in Section 6.6(a).

"Equity Financing Source" has the meaning set forth in Section 6.6(a).

"Equityholder Parties" has the meaning set forth in Section 7.11(b).

"ERISA" has the meaning set forth in Section 4.11(a).

"Escrow Agent" means Delaware Trust Company.

"Escrow Agreement" means that certain Escrow Agreement between Purchaser, Seller and the Escrow Agent, dated as of the Closing Date, substantially in the form of Exhibit D hereto with such reasonable changes as the Escrow Agent may request.

"Estimated Closing Cash" has the meaning set forth in Section 2.3(a).

"Estimated Closing Working Capital" has the meaning set forth in Section 2.3(a).

"Estimated Closing Working Capital Adjustment" has the meaning set forth in Section 2.3(a).

"Estimated Company Indebtedness" has the meaning set forth in Section 2.3(a).

"Estimated Purchase Price" has the meaning set forth in Section 2.2(b).

"Estimated Transaction Expenses" has the meaning set forth in Section 2.3(a).

"Final Determination" has the meaning set forth in Section 10.6(d).

"Final Purchase Price" means the Purchase Price as finally determined pursuant to Section 2.3(c).

"Financial Statements" has the meaning set forth in Section 4.5(a).

"Financing" has the meaning set forth in Section 6.6(a).

"Financing Conditions" means (i) (x) the conditions precedent to the Debt Financing set forth in the sections entitled "Conditions to Initial Borrowing" and "Conditions to All Borrowings" in Exhibit B to the Debt Commitment Letter (as limited on the Closing Date by the Certain Funds Provisions (as defined in the Debt Commitment Letter)) and (y) the conditions set forth in Exhibit C to the Debt Commitment Letter, and (ii) the conditions precedent to the Equity Financing set forth in the second sentence of Section 1 of the Equity Commitment Letter.

"Financing Sources" has the meaning set forth in Section 6.6(a).

"Form A Filings" means the filing of a Statement Regarding the Acquisition of Control of a Domestic Insurer with each Applicable Department of Insurance regarding the SAP Subsidiaries, which shall include (i) a request for approval of the addition of Purchaser and certain Affiliates of Purchaser to the Tax Sharing Agreement and (ii) the disclosure of the intention of Purchaser to continue the Tax Sharing Agreement and the other affiliate agreements to which the SAP Subsidiaries are a party as of the date hereof in effect subsequent to the Closing without any material change (other than as set forth in (i) above).

"Fraud" means an intentional misrepresentation or omission of material fact in the making of a representation or warranty contained in this Agreement that constitutes intentional common law fraud under Delaware law.

"FTC" means U.S. Federal Trade Commission.

"Fundamental Representations" has the meaning set forth in Section 10.5.

"GAAP" means United States generally accepted accounting principles and practices as in effect from time to time and applied consistently throughout the periods involved applying, to the extent consistent with United States generally accepted accounting principles and practices, the respective historical accounting principles, assumptions, judgments, policies, practices and methods of the SV Companies (including any of the foregoing as they relate to the nature of accounts, calculation of levels of reserves or levels of accruals).

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

"Governmental Body" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether U.S. or foreign, and whether federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

"Guarantor" has the meaning set forth in the Recitals.

"Guarantee" has the meaning set forth in the Recitals.

"Hazardous Material" means any substance, material or waste which is regulated by any Governmental Body including petroleum and its by-products, asbestos, and any material or substance which is defined as a "hazardous waste," "hazardous substance," "hazardous material," "restricted hazardous waste," "industrial waste," "solid waste," "contaminant," "pollutant," "toxic waste" or "toxic substance" under any provision of Environmental Law.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended.

"HITECH" means the Health Information Technology for Economic and Clinical Health Act.

"Houlihan Lokey" means Houlihan Lokey Capital, Inc.

"Houlihan Lokey Letter" means that letter agreement between Houlihan Lokey and the Company dated May 27, 2015, entered into in connection with this Agreement and the transactions contemplated hereby, engaging Houlihan Lokey for investment banking and financial advisory fees.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"IBNR Reserve" means the claims reserve reported on the Closing Statement for losses and loss adjustment expenses pursuant to reinsurance obligations incurred by, but not reported to, the SV Companies.

"Income Tax" means any federal, state, local, or foreign Tax based on or measured by reference to net income.

"Indemnified Party" has the meaning set forth in Section 10.4(a).

"Indemnifying Party" has the meaning set forth in Section 10.4(a).

"Indemnity Escrow Account" has the meaning set forth in Section 2.2(b).

"Indemnity Escrow Amount" means an amount equal to percent (%) of the Base Price to satisfy any post-Closing indemnification claims in Purchaser's favor in accordance with Article X.

"Insurance Business Subsidiaries" has the meaning set forth in Section 4.14(a).

"Insurance Filings" means the Form A Filings and the Non-SAP Subsidiary Insurance Filings.

"Insurance Licenses" has the meaning set forth in Section 4.14(a).

"Intellectual Property" means all intellectual property rights arising under any jurisdiction, including the following: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon (collectively, "Patents"), (ii) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet domain names and corporate names, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof, (collectively, "Marks"), (iii) copyrights and registrations and applications therefor, works of authorship and mask work rights (collectively, "Copyrights"), (iv) trade secrets, confidential information, and know-how, and (v) all computer software (including source code, executable code, data, databases and documentation).

"Interim Balance Sheet" has the meaning set forth in Section 4.5(a).

"Interim Balance Sheet Date" has the meaning set forth in Section 4.5(a).

"IRS" means the Internal Revenue Service.

"Knowledge of the Company", "to the Company's Knowledge" or similar phrases means the actual knowledge of Kirk Rothrock, Stephanie Lucas and Brian Silverberg.

"Law" means any federal, state, local or non-U.S. law, statute, code, ordinance, rule or regulation.

"Leased Real Property" has the meaning set forth in Section 4.16(b).

"Legal Proceeding" means any judicial, administrative or arbitral actions, claims, suits or proceedings (public or private) by or before a Governmental Body.

"Licenses" has the meaning set forth in Section 4.8(a).

"Lien" means any lien, license, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude or transfer restriction.

"Loss Reserves" has the meaning set forth in Section 4.5(c).

"Management Transaction Bonuses" shall mean all change in control, stay-pay, bonus or other similar payments to any current or former employees, consultants, officers directors or managers of any SV Company arising as a result of the transactions contemplated by this Agreement, including, without limitation, (i) any of the foregoing obligations of the Company arising under any employment agreement or otherwise and (ii) the other payments listed on Schedule 1.1(a).

"Marks" has the meaning set forth in Section 1.1 in the Intellectual Property definition.

"Material Adverse Effect" means a material adverse effect on (x) the condition (financial or otherwise), business, assets, liabilities or results of operations of the SV Companies, taken as a whole or (y) the ability of Seller or the Company to consummate the transactions contemplated by this Agreement, excluding, in the case of the foregoing clause (x), any change, occurrence, event or effect occurring after the date hereof to the extent resulting from (i) international, national, regional, local or industry-wide political, economic or business conditions (including financial, banking, credit, commodities, securities and capital market conditions and any disruption thereof or decline in the price of any security or any market index), (ii) acts of war (whether or not declared), sabotage, terrorism or military actions, including the commencement, continuation or escalation thereof, hurricanes, pandemics, earthquakes, floods, tsunamis, tornadoes, mudslides, wild fires or other natural disasters and other force majeure events, (iii) conditions generally affecting the vision insurance industry, (iv) actual or announced proposed adoption of or changes in Laws or accounting regulations or principles (including GAAP or SAP), or actual or announced proposed changes in interpretation thereof, (v) any failure by any SV Company to meet any internal or published projections, forecasts or revenue or earnings predictions for any period (provided that the underlying causes of such failure may be considered in determining whether there has been a Material Adverse Effect, subject to the other clauses hereof), (vi) any matter that is specifically set forth in any Disclosure Schedule as of the date hereof, (vii) Purchaser's breach of this Agreement or any Purchaser Documents, (viii) the effect of the execution or announcement of this Agreement or of the Closing or the taking of any action expressly required by this Agreement or (ix) any delay in consummating the Closing as a result of (A) any violation or breach by Purchaser of any covenant, representation or warranty contained in this Agreement which has prevented the satisfaction of any condition to the obligations of the Company at the Closing, (B) the institution of any suit or action challenging the validity or legality, or seeking to restrain the consummation of, the transactions contemplated by this Agreement by any Governmental Body or third party or (C) failure to satisfy any of the

conditions set forth in Section 8.1(d) through (f) and Section 8.2(d) through (f); provided that, the exceptions in clauses (i), (ii), (iii) or (iv) above shall apply only so long as such change, occurrence, event or effect referred to in such exception does not have a material disproportionate impact on the SV Companies, taken as a whole, relative to the other Persons operating in the United States in the industries in which the SV Companies operate.

"Material Contracts" has the meaning set forth in Section 4.10(a).

"NAIC" means the National Association of Insurance Commissioners.

"Nautic" means Nautic Management VI, L.P., a Delaware limited partnership.

"Non-SAP Subsidiary Insurance Filings" means those approvals set forth on Schedule 1.1(b).

"Offering Materials" has the meaning set forth in Section 7.14(e).

"Officer's Certificate" means a certificate of, and duly executed by, the secretary or assistant secretary of the applicable entity.

"Order" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

"Ordinary Course of Business" means the ordinary course of the SV Companies' business, consistent with past practices.

"Outside Date" has the meaning set forth in Section 9.1(a).

"Parent" has the meaning set forth in the Recitals.

"Patents" has the meaning set forth in Section 1.1 in the Intellectual Property definition.

"Payoff Letters" means (i) a payoff letter in customary form from Madison Capital Funding LLC, as agent under the Credit Facilities (x) setting for all amounts required to be paid under or in connection with Company Indebtedness outstanding under the Credit Facilities to discharge such Company Indebtedness in full and (y) affirmatively stating that upon receipt of payment sufficient to discharge such Company Indebtedness in full, all Liens in favor of Madison Capital Funding LLC, as agent, shall be deemed released and Madison Capital Funding LLC, as agent, shall execute and deliver customary Lien releases and terminations statements with respect to such Company Indebtedness, and (ii) such other payoff letters in customary form from any other creditor holding outstanding Company Indebtedness as set forth on Schedule 2.2(b)(vi)D (x) setting for all amounts required to be paid under or in connection with such Company Indebtedness to discharge such Company Indebtedness in full and (y) affirmatively stating that upon receipt of payment sufficient to discharge such Company Indebtedness in full, all Liens in favor of such creditor shall be deemed released and such creditor shall execute and deliver customary Lien releases and terminations statements with respect to such Company Indebtedness.

"Permits" means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body, excluding Insurance Licenses.

"Permitted Liens" means (a) Liens for Taxes, assessments and governmental charges or levies not yet delinquent or for which adequate reserves, calculated on a basis consistent with the accounting methodologies, practices, estimation techniques, assumptions and principles used by the SV Companies as of the date hereof, are maintained on the financial statements of the SV Companies; (b) Liens imposed by law, such as materialmen's, mechanics', carriers', workmen's and repairmen's liens and other similar liens arising in the Ordinary Course of Business securing obligations that are not overdue for a period of more than 60 days or which are being contested in good faith by appropriate proceedings and for which adequate reserves, calculated on a basis consistent with the accounting methodologies, practices, estimation techniques, assumptions and principles used by the SV Companies as of the date hereof, are maintained and are reflected on the Closing Statement; (c) pledges or deposits to secure obligations under workers' compensation laws or similar legislation or to secure public or statutory obligations; (d) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the Ordinary Course of Business, including but not limited to amounts held in escrow in reserve accounts pursuant to customer contracts; (e) all applicable zoning, entitlement, conservation restrictions and other land use and environmental regulations; (f) all exceptions, restrictions, easements, charges, rights-of-way and other Liens set forth in any Permits, or other state, local or municipal franchise applicable to any of the SV Companies or any of their respective properties which would not, individually or in the aggregate, materially interfere with the use, occupancy or operation of the real property as currently used, occupied and operated by the SV Companies; (g) Liens on assets that are leased which would not, individually or in the aggregate, interfere materially with the operation of the business of the SV Companies as currently conducted; (h) non-exclusive licenses granted by the SV Companies to customers in the Ordinary Course of Business; (i) Liens related to letters of credit outstanding as of Closing that support any obligation of a SV Company; (j) the IBNR Reserve; (k) such non-monetary Liens, if any, which would not, individually or in the aggregate, interfere materially with the operation of the business of the SV Companies as currently conducted; (l) Liens that will be removed at or prior to Closing; and (m) Liens referred to in the Disclosure Schedule.

"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

"Personal Information" shall have the meaning of such term or like terms set forth in the applicable Privacy Laws (including without limitation "Protected Health Information" as defined in HIPAA and HITECH) that identifies or can be used to identify individuals.

"Policies" has the meaning set forth in Section 4.19.

"Pre-Basket Amount" has the meaning set forth in Section 10.1(b).

"Pre-Closing Tax Period" has the meaning set forth in Section 7.9(a)(ii).

"Price Per Share" shall mean (i) the sum of the Estimated Purchase Price, plus the Rollover Value, divided by (ii) the total number of shares of capital stock of the Company as of immediately prior to the Distribution.

"Prior Acquisition Agreement" shall mean the (i) Agreement and Plan of Merger, dated as of November 23, 2011, by and among the Company, Superior Vision Holdings, Inc., Superior Vision Merger Corp. and ABS Capital Partners V, L.P., as Stockholders' Representative, as amended and supplemented; and (ii) Agreement and Plan of Merger, dated as of July 14, 2013, by and among the Company, Superior Vision Holding Company, LLC, Block Vision Merger Corp. and Bank of Montreal, as Stockholders' Representative.

"Privacy Laws" means the Gramm-Leach-Bliley Act of 1999, as amended, HIPAA, HITECH and all applicable state data breach notification statutes and regulations. For the avoidance of doubt, the Identity Theft Red Flag Rules under the Fair and Accurate Credit Transactions Act of 2003 and any similar state Laws shall not be deemed to be "Privacy Laws" hereunder.

"Protected Communications" means, at any time on or prior to the Closing, any and all communications in whatever form, whether written, oral, video, electronic or otherwise, that shall have occurred between or among any of the SV Companies, Seller, or any of their respective Affiliates, equity holders, directors, officers, employees, agents, advisors (including Houlihan Lokey and TripleTree) and attorneys (including Locke Lord LLP or any predecessor or successor law firm of the foregoing) relating to or in connection with this Agreement, the events and negotiations leading to this Agreement, any of the transactions contemplated herein or any other potential sale or transfer of control transaction involving the SV Companies undertaken with a Person other than Purchaser or any of its Affiliates in connection with the sale process resulting in the execution and delivery of this Agreement.

"Proximate Cause Damages" has the meaning set forth in Section 9.3(b).

"Purchase Price" has the meaning set forth in Section 2.2(a).

"Purchaser" has the meaning set forth in the introduction to this Agreement.

"Purchaser Disclosure Schedule" means that certain Purchaser Disclosure Schedule delivered to Seller by Purchaser concurrently with the execution and delivery hereof.

"Purchaser Documents" has the meaning set forth in Section 6.2.

"Purchaser Group Members" has the meaning set forth in Section 9.3(b).

"Purchaser Indemnified Person(s)" has the meaning set forth in Section 10.1(a).

"Purchaser Related Parties" has the meaning set forth in Section 7.13(b).

"Purchaser Released Actions" has the meaning set forth in Section 7.13(b).

"Quarterly Statement" has the meaning set forth in Section 4.5(b).

"R&W Insurance Policy" means those certain representation and warranty policies bound by Purchaser with AIG Specialty Insurance Company, Executive Risk Specialty Insurance Company, and Ironshore Specialty Insurance Company, true, correct and complete copies of which are attached hereto as Exhibit B.

"Real Property Leases" has the meaning set forth in Section 4.16(b).

"Redacted Provisions" has the meaning set forth in Section 6.6(a).

"Registered Intellectual Property" means all Patents and Patent applications, all Copyright registrations, and all applications and registrations for Marks that, in each case, are owned by any SV Company.

"Regulatory Filings" has the meaning set forth in Section 4.14(d).

"Reinsurance Agreements" has the meaning set forth in Section 4.10(a)(ix).

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, migration or leaching into the environment.

"Released Actions" has the meaning set forth in Section 7.13(a).

"Releasee" has the meaning set forth in Section 7.13(a).

"Releasor" has the meaning set forth in Section 7.13(a).

"Remedial Action" means all actions required by Environmental Laws to clean up, remove, treat or address any Hazardous Material in the environment at levels exceeding those allowed by applicable Environmental Laws, including pre-remedial studies and investigations or post-remedial monitoring and care.

"Required Information" means, collectively, those certain historical financial statements and pro forma financial statements which (x) are required to satisfy the conditions set forth in paragraphs 8 and 9 of Exhibit C of the Debt Commitment Letter, including any pertinent financial information and data of the SV Companies reasonably and customarily required (i) to be prepared, or be included in, such pro forma financial statements or (ii) for the preparation of a confidential information memorandum or similar lender presentation to syndicate loans, (y) do not, when taken as a whole with all other disclosures in the Offering Materials, contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such information and Offering Materials, taken as a whole, not misleading, and (z) do not contain any audited financial statements with respect to which an auditor has withdrawn its audit opinion unless such auditor or another independent public accounting firm reasonably acceptable to Purchaser shall have issued a new audit opinion with respect to such audited financial statements.

"Restricted Cash" means, as of the Adjustment Time, (i) Cash and Cash Equivalents of each SAP Subsidiary equal to the amount of cash that is necessary as part of maintaining no less than 250% of the Authorized Control Level Risk Based Capital requirements

of the Applicable Insurance Codes as of the Closing Date applicable to such SAP Subsidiary, (ii) Cash and Cash Equivalents of Superior Vision of New Jersey, Inc. equal to the amount of cash that is necessary as part of maintaining no less than $100,000 net worth as of the Closing Date, and (iii) Cash and Cash Equivalents of the non-SAP Subsidiaries equal to the amount of cash that is required to be held in any escrow accounts or used as letter of credit collateral, restricted cash under GAAP and any deposit requirements under the New York Compilation of Codes, Rules & Regulations, title 11, Part 101), in each case, as specifically set forth on Exhibit C. An illustrative calculation of Restricted Cash as of September 30, 2015 is set forth on Exhibit C, to be updated prior to Closing pursuant to Section 2.3(a).

"Restricted Covenant Agreement" has the meaning set forth in Section 3.2(f).

"Rollover Shareholder" means each employee or director of a SV Company that is a party to a Contribution Agreement.

"Rollover Shares" means that number of shares of capital stock of the Company equal to the Rollover Value divided by the Price Per Share.

"Rollover Value" means an amount equal to the aggregate of the Applicable Rollover Amounts.

"SAP" means statutory accounting principles applied in accordance with the NAIC Accounting Practices & Procedures Manual subject to any deviations prescribed or permitted, in each case to the extent applicable to a SAP Subsidiary, by Arizona, New Jersey, Texas and Wisconsin Law and/or any Applicable Department of Insurance.

"SAP Subsidiaries" means Superior Vision Insurance, Inc., Block Vision of Texas, Inc. d/b/a Superior Vision of Texas, Superior Vision Insurance Plan of Wisconsin, Inc. and Superior Vision of New Jersey, Inc. (provided that Superior Vision of New Jersey, Inc. shall only be considered a SAP Subsidiary in connection with business conducted by Superior Vision of New Jersey, Inc. that is required to be reported in its Statutory Statements pursuant to New Jersey SAP).

"Securities Act" has the meaning set forth in Section 6.4.

"Seller" has the meaning set forth in the introduction to this Agreement.

"Seller Documents" has the meaning set forth in Section 5.2.

"Seller Group Members" has the meaning set forth in Section 9.3(b).

"Seller Indemnified Person(s)" has the meaning set forth in Section 10.2.

"Share Sale" has the meaning set forth in the Recitals.

"Shares" has the meaning set forth in the Recitals.

"Standard Survival Termination Date" has the meaning set forth in Section 10.5.

"Statutory Statements" has the meaning set forth in Section 4.5(b).

"Straddle Period" has the meaning set forth in Section 7.9(a)(ii).

"Subsidiary" means any Person of which fifty percent (50%) or more of the outstanding voting securities or other voting equity interests are owned, directly or indirectly, by the pertinent Person.

"Surplus Cash Amount" has the meaning set forth in Section 2.3(e)(ii).

"Surplus Cash" shall mean all Cash and Cash Equivalents of each SAP Subsidiary, as of the Adjustment Time, in an amount equal to the excess of (i) the amount of cash that is necessary as part of maintaining no less than 250% of the Authorized Control Level Risk Based Capital requirements of the Applicable Insurance Codes as of the Closing Date applicable to such SAP Subsidiary, and (ii) the amount of cash of Superior Vision of New Jersey, Inc. that is necessary as part of maintaining no less than $100,000 net worth as of the Closing Date, in each case, as specifically set forth on Exhibit C. An illustrative calculation of Surplus Cash as of September 30, 2015 is set forth on Exhibit C, to be updated prior to Closing pursuant to Section 2.3(a).

"Survival Date" has the meaning set forth in Section 10.5.

"SV Companies" mean the Company and the Company's Subsidiaries, each of which shall be referred to individually as an "SV Company."

"Tax Benefits" has the meaning set forth in Section 10.1(d).

"Tax Liability Amount" means an amount (not below zero) equal to the liability owing and unpaid as of the Closing Date with respect to Income Taxes, computed in accordance with the past practice (including reporting positions, elections and accounting methods) of the Company and its Subsidiaries in preparing Tax Returns, without taking into account any jurisdictions in which there is as of such date a net Tax refund, and only with respect to those jurisdictions in which the Company or its Subsidiaries have previously filed Tax Returns with respect to a particular Income Tax and any jurisdictions in which the Company and its Subsidiaries have commenced operations since January 1, 2015; provided that, notwithstanding anything in this Agreement to the contrary, for purposes of calculating any such liability for Income Taxes, (A) all Transaction Tax Deductions shall be taken into account so long as it is more likely than not that such deductions would be allowable on the Tax Returns for the covered periods and, for that purpose, the parties agree to make the safe-harbor election of Rev. Proc. 2011-29, (B) any financing arrangements entered into at any time by or at the direction of the Purchaser in connection with the transactions contemplated hereby shall not be taken into account, (C) any Income Taxes attributable to the consummation of the transactions contemplated by this Agreement (except as referenced above with respect to the Transaction Tax Deductions) or to transactions outside the Ordinary Course of Business on the Closing Date after the time of the Closing shall be excluded, and (D) any Taxes to the extent taken into account in the determination of Closing Working Capital or Company Indebtedness and any deferred Tax assets or liabilities shall be excluded.

"Tax Reduction" has the meaning set forth in Section 7.9(a)(v).

"Tax Return" means any return, declaration, report, claim for refund, estimate, information return or statement, including any schedule or attachment thereto and any amendment thereof, filed or required to be filed in respect of any Taxes.

"Tax Sharing Agreement" means that certain Tax Sharing Agreement, by and among the Company and its direct and indirect wholly owned Subsidiaries party thereto, effective as of January 1, 2014, together with the Addendum thereto for Superior Vision of New Jersey, Inc.

"Taxes" means (i) all federal, state, local or non-U.S. taxes, including, without limitation, all net income, alternative or add-on minimum, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, escheat, abandoned or unclaimed property, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property, estimated, or any other tax of any kind whatsoever, and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any Taxing Authority in connection with any item described in clause (i) or the failure to pay any such amount or file any Tax Return.

"Taxing Authority" means each national, state, provincial or local government or any governmental, administrative or regulatory authority, agency, court, commission, tribunal, body or instrumentality of any government that imposes, regulates, administers, collects or regulates the collection of Taxes in any applicable jurisdiction.

"Termination Fee" has the meaning set forth in Section 9.3(a).

"Third-Party Claim" has the meaning set forth in Section 10.4(a).

"Top Clients" has the meaning set forth in Section 4.22(a).

"Top Provider" has the meaning set forth in Section 4.22(b).

"Transaction Tax Deductions" shall mean the Income Tax deductions with respect to the following payments to be made by the SV Companies in connection with the transactions contemplated by this Agreement: (a) the payment of any Management Transaction Bonuses and any severance or similar payments included within the definition of Company Transaction Expenses (including for purposes of clarity, the employer portion of any payroll Taxes that are imposed in connection with any such payment), (b) the payment of the amounts to satisfy the obligations under the Houlihan Lokey Letter and TripleTree Letter, provided that in the case of such payments which constitute success based fees as defined in Treasury Regulation Section 1.263(a)-5(f) and Revenue Procedure 2011-29, 2011-18 I.R.B., such amount will be seventy percent (70%) of such fees, (c) the payment of travel expenses, legal fees, consulting fees, accounting expenses and related expenses in connection with the transactions contemplated by this Agreement, and (d) unamortized fees and other deferred financing costs and interest rate cap breakage fees incurred in connection with the repayment of the Credit Facilities on the Closing Date. An illustrative estimate of the Transaction Tax Deductions is set forth on Exhibit F hereto, to be updated prior to Closing.

"TripleTree" means TripleTree, LLC.

"TripleTree Letter" means that letter agreement between TripleTree and the Company dated May 27, 2015, entered into in connection with this Agreement and the transactions contemplated hereby, engaging TripleTree for investment banking and financial advisory fees.

"Unresolved Claims" has the meaning set forth in Section 10.6(f)(ii).

"WARN Act" has the meaning set forth in Section 4.12(a).

"WISP" has the meaning set forth in Section 4.20(b).

"Withheld Material" has the meaning set forth in Section 7.3(b).

(b) Other Definitional and Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(ii) Dollars. Any reference in this Agreement to "$" or "Dollars" shall mean U.S. dollars.

(iii) Exhibits/Schedules. The Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Including. The word "including" or any variation thereof means

"including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(c) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

THE SHARE SALE

2.1 Distribution; Rollover; Sale and Purchase of Shares.

(a) On the Closing Date but prior to the Closing, Seller shall effect the Distribution.

(b) On the Closing Date and effective immediately following the Distribution but prior to the Closing, the Rollover Shareholders shall contribute to Parent and Parent shall accept from the Rollover Shareholders, the Rollover Shares in exchange for equity interests in Parent on the terms and conditions set forth in those certain Contribution Agreements.

(c) Immediately following the Rollover and at the Closing (i) Seller shall sell, assign and transfer to Purchaser all of the Shares other than the Rollover Shares, free and clear of all Liens (other than restrictions on transfer arising under applicable securities Laws), and (ii) Purchaser shall pay and deliver the Purchase Price to Seller and take the other actions described in this Article II.

2.2 Purchase Price.

(a) In full consideration for the Share Sale, Purchaser shall pay in cash an aggregate amount (the sum of such amounts, the "Purchase Price") equal to:

(i) (the "Base Price"),

(ii) plus the Closing Cash,

(iii) plus (a) if there is a Closing Working Capital Excess, a positive number equal to the Closing Working Capital Excess or (b) if there is a Closing Working Capital Deficit, a negative number equal to the Closing Working Capital Deficit or (c) if there is no Closing Working Capital Excess or Closing Working Capital Deficit, zero (collectively, the "Closing Working Capital Adjustment"),

(iv) minus the Company Indebtedness,

(v) minus the Company Transaction Expenses, and

(vi) minus the Rollover Value.

(b) Closing Payments. At the Closing, Purchaser will pay an amount equal to (the sum of such amounts, the "Estimated Purchase Price"):

(i) the Base Price,

(ii) plus the Estimated Closing Cash,

(iii) plus (1) the Estimated Closing Working Capital Adjustment, if it is a positive number, (2) a negative number equal to the Estimated Closing Working Capital Adjustment, if it is a negative number or (3) zero, if there is no Estimated Closing Working Capital Adjustment,

(iv) minus the Estimated Company Indebtedness,

(v) minus the Estimated Company Transaction Expenses, and

(vi) minus the Rollover Value.

At Closing, Purchaser will make the following disbursements in cash:

A. to Seller, an amount equal to the Estimated Purchase Price, less the sum of the amounts paid pursuant to subsections (B) and (C);

B. to the Escrow Agent, the Adjustment Escrow Amount into an escrow account (the "Adjustment Escrow Account") to be held by the Escrow Agent in accordance with the terms of the Escrow Agreement;

C. to the Escrow Agent, the Indemnity Escrow Amount into an escrow account (the "Indemnity Escrow Account") to be held by the Escrow Agent in accordance with the terms of the Escrow Agreement;

D. to the holders of Company Indebtedness set forth on Schedule 2.2(b)(vi) D, an amount sufficient to pay in full such Company Indebtedness outstanding immediately prior to the Closing, pursuant to the Payoff Letters delivered to Purchaser at least three (3) days prior to the Closing Date, after deducting the amount of such Company Indebtedness paid by the Company pursuant to Section 7.18(a);

E. to the Persons entitled thereto, the Company Transaction Expenses (other than the amounts paid pursuant to clause (F) below) pursuant to instructions delivered to Purchaser at least three (3) days prior to the Closing Date, including amounts owed under the Houlihan Lokey Letter and TripleTree Letter; and

F. to the applicable SV Company, the Management Transaction Bonuses, to be remitted to the applicable employees of the SV Companies as W-2 wages through a payroll distribution in the amounts set forth on a schedule to be delivered by the Company to Purchaser at least three (3) days prior to the Closing Date.

2.3 Purchase Price Adjustment.

(a) Estimated Statement. No fewer than three (3) Business Days prior to the Closing Date, the Company shall prepare, or cause to be prepared, and delivered to Purchaser its good faith estimate (the "Closing Estimate"), including the supporting schedules and calculations of (i) the Closing Working Capital in accordance with the definition thereof and the principles set forth on the Working Capital Example (the "Estimated Closing Working Capital"), (ii) the Closing Working Capital Adjustment (the "Estimated Closing Working Capital Adjustment"), (iii) the Closing Cash (the "Estimated Closing Cash"), (iv) the Company Indebtedness as of the Adjustment Time (the "Estimated Company Indebtedness"), (v) the Company Transaction Expenses (the "Estimated Transaction Expenses"), and (vi) the Estimated Purchase Price. The Closing Estimate shall be prepared in a manner consistent with each of the definitions in the immediately preceding sentence and the accounting principles and practices referred to therein; provided, however, that if the Closing Date is not the last Business Day of a calendar month, the Closing Estimate and each component thereof shall be prepared in accordance with the SV Companies' historical accounting principles, assumptions, judgments, policies, practices and methods (including any of the foregoing as they relate to the nature of accounts, calculation of levels of reserves or levels of accruals) consistent with past practices for a month-end closing of the financial books and records of the SV Companies. Seller shall provide Purchaser with a reasonable opportunity to review and comment on the Estimated Closing Statement and components thereof, and shall consider in good faith any revisions to the Estimated Closing Statement proposed by Purchaser. In addition to the foregoing, an update of Exhibit C shall be provided no fewer than three (3) Business Days prior to the Closing Date.

(b) Closing Statement. Within ninety (90) days after the Closing Date, Purchaser shall cause to be prepared and delivered to Seller a statement (the "Closing Statement") setting forth in reasonable detail its proposed calculation of (i) the Closing Working Capital prepared in accordance with the definition thereof and the principles set forth on the Working Capital Example and on a basis consistent with the accounting methodologies, practices, estimation techniques, assumptions and principles used by the SV Companies as of the date hereof, (ii) the Closing Working Capital Adjustment, (iii) the Closing Cash, (iv) the Company Transaction Expenses, (v) the Company Indebtedness and (vi) based on the foregoing, the Purchase Price. The Closing Statement shall be prepared in a manner consistent with each of the definitions in the immediately preceding sentence and the accounting principles and practices referred to therein; provided, however, that if the Closing Date is not the last Business Day of a calendar month, the Closing Statement and each component thereof shall be prepared in accordance with the SV Companies' historical accounting principles, assumptions, judgments, policies, practices and methods (including any of the foregoing as they relate to the nature of accounts, calculation of levels of reserves or levels of accruals) consistent with past practices for a month-end closing of the financial books and records of the SV Companies. The Closing Statement shall be prepared in good faith and shall reasonably specify the material items taken into account in Purchaser's proposed calculation of the Purchase Price. The Closing Statement will (x) be calculated consistent with the Adjustment Time, and (y) entirely disregard any of the plans, transactions, or changes which Purchaser intends to initiate or make or cause to be initiated or made after the Closing with respect to the SV Companies or their business or assets, or any facts or circumstances that are unique or particular to Purchaser or any of its assets or liabilities.

(c) Dispute. Within sixty (60) days following receipt by Seller of the Closing Statement, Seller shall deliver written notice to Purchaser if Seller disputes any calculation or item set forth in the Closing Statement. Any such notification must set forth in reasonable detail any calculation or item set forth in the Closing Statement that Seller disputes and Seller's alternative calculation. If Seller does not notify Purchaser of a dispute with respect to the Closing Statement within such sixty (60)-day period, such Closing Statement will be final, conclusive and binding on the parties, and the Closing Statement shall be deemed to set forth the final Closing Working Capital, Closing Working Capital Adjustment, Closing Cash, Company Indebtedness, Company Transaction Expenses and Purchase Price, in each case, for purposes of determining the Actual Adjustment. In the event of a notification of such dispute, Purchaser and Seller shall negotiate in good faith to resolve such dispute. Any calculation or item not disputed in such notice will be final, conclusive and binding on the parties. If Purchaser and Seller, notwithstanding such good faith effort, fail to resolve such dispute within thirty (30) days after Seller advises Purchaser of its objections, then Purchaser and Seller jointly shall engage a nationally or regionally recognized accounting firm that is not presently providing and has not provided either party or their Affiliates with services in the last two (2) years, as mutually agreed upon by Purchaser and Seller (the "Accounting Firm") to resolve such dispute. As promptly as practicable thereafter, Purchaser and Seller shall each prepare and submit a presentation to the Accounting Firm regarding such differences, and only such differences, with respect to the Closing Statement (the "Disputed Items"). Purchaser and Seller will instruct the Accounting Firm to, and the Accounting Firm will, make a final determination of the Disputed Items (and only the Disputed Items) in accordance with the guidelines and procedures set forth in this Agreement, including the definitions of Closing Working Capital, Closing Working Capital Adjustment, Closing Cash, Company Indebtedness, Company Transaction Expenses and Purchase Price. Purchaser and Seller will instruct the Accounting Firm not to, and the Accounting Firm will not, assign a value to any Disputed Item greater than the greatest value for such item assigned by Purchaser, on the one hand, or Seller, on the other hand, or less than the smallest value for such item assigned by Purchaser, on the one hand, or Seller, on the other hand. Purchaser and Seller will also instruct the Accounting Firm to, and the Accounting Firm will, make its determination based solely on presentations by Purchaser and Seller that are in accordance with the guidelines and procedures set forth in this Agreement (*i.e.*, not on the basis of an independent review). Purchaser and Seller will cooperate with the Accounting Firm during the term of its engagement and use their respective reasonable best efforts to cause the Accounting Firm to resolve such dispute as soon as practicable, but in any event within thirty (30) days after the date on which the Disputed Items are submitted to the Accounting Firm. Except as Purchaser and Seller may otherwise agree, all communications between Purchaser and Seller or any of their respective representatives, on the one hand, and the Accounting Firm, on the other hand, will be in writing with copies simultaneously delivered to the non-communicating party. The Accounting Firm's determination will, absent manifest error, be final and binding on the parties hereto and upon which a judgment may be entered by a court having jurisdiction pursuant to Section 11.2, and will not be subject to court review or otherwise appealable. The process set forth in this Section 2.3 shall be the exclusive remedy for the parties for any disputes related to items required to be reflected in the Closing Statement or included in the calculation of the Closing Working Capital and the Closing Working Capital Adjustment. The Closing Statement shall be revised as appropriate to reflect the resolution of any objections thereto pursuant to this Section 2.3(c) and, as so revised, such Closing Statement shall be deemed

to set forth the final Closing Working Capital, Closing Working Capital Adjustment, amount of Closing Cash, Company Transaction Expenses, Company Indebtedness and Purchase Price, in each case, for all purposes hereunder (including the determination of the Actual Adjustment). Each of Purchaser and Seller will bear its own legal, accounting and other fees and expenses of participating in the dispute resolution procedure set forth in this Section 2.3(c). The fees and expenses of the Accounting Firm (i) will be borne by Seller in the proportion that the aggregate dollar amount of Disputed Items submitted thereto for resolution that are unsuccessfully disputed by Seller (as finally determined by the Accounting Firm) bears to the aggregate dollar amount of such submitted Disputed Items and (ii) will be borne by Purchaser in the proportion that the aggregate dollar amount of Disputed Items submitted thereto for resolution that are successfully disputed by Seller (as finally determined by the Accounting Firm) bears to the aggregate dollar amount of such submitted Disputed Items.

(d) Access. Purchaser will, and will cause the SV Companies to, (i) provide Seller and its representatives with reasonable access during normal business hours to the books, records (including work papers, schedules, memoranda and other documents), supporting data, facilities and employees of the SV Companies for purposes of their review of the Closing Statement, and (ii) cooperate fully with all reasonable requests of Seller and its representatives in connection with such review, including providing on a timely basis all other information necessary in connection with the review of the Closing Statement as is reasonably requested by Seller or its representatives.

(e) Adjustment.

(i) If the Actual Adjustment is a negative amount, then Seller and Purchaser shall deliver a joint written authorization to the Escrow Agent within two (2) Business Days from the date on which the Purchase Price is finally determined pursuant to Section 2.3(c), authorizing the Escrow Agent to release from the Adjustment Escrow Account (i) to Purchaser an amount in cash equal to the absolute value of the Actual Adjustment and (ii) to Seller the remainder, if any, of the funds in the Adjustment Escrow Account; provided that if the Adjustment Escrow Account is reduced to zero ($0) and an amount remains outstanding to Purchaser under this Section 2.3(e), then Seller and Purchaser shall deliver a joint written authorization to the Escrow Agent to release from the Indemnity Escrow Account the amount of such remaining obligation. Absent Fraud, the amount payable to Purchaser after the Closing pursuant to this Section 2.3 shall be limited solely to the available funds in the Adjustment Escrow Account and, if applicable, the Indemnity Escrow Account.

(ii) If the Actual Adjustment is a positive amount, then, within two (2) Business Days from the date on which the Purchase Price is finally determined pursuant to Section 2.3(c), (i) Purchaser shall pay, or cause to be paid, to Seller an amount in cash equal to the Actual Adjustment by wire transfer of immediately available funds to an account or accounts designated in writing by Seller to Purchaser prior to the date such payment is due hereunder, and (ii) Seller and Purchaser shall deliver a joint written authorization to the Escrow Agent authorizing the Escrow Agent to release to Seller all of the funds in the Adjustment Escrow Account. The amount of Surplus Cash as finally determined pursuant to the final determination of Closing Cash pursuant to Section 2.3(c) (the "Surplus Cash Amount") shall be paid to Seller as and to the extent that such Surplus Cash Amount is paid as a dividend or distribution of excess

capital to Purchaser; provided that Purchaser may, its sole discretion, pay any remaining balance of such Surplus Cash Amount at any time in full satisfaction of its obligations with respect to Surplus Cash under this Section 2.3(e)(ii). Purchaser shall use, and cause each of its Subsidiaries including the SAP Subsidiaries to use, reasonable best efforts, including without limitation through lawful dividends or other distributions of excess capital, to cause the amount of Surplus Cash at the SAP Subsidiaries to be distributed to Purchaser and paid to Seller as promptly as reasonably practicable. In any event, until Seller receives the full Surplus Cash Amount (A) Purchaser or one of its Subsidiaries (other than a SAP Subsidiary) shall pay Seller such amounts of Surplus Cash within ten (10) Business Days after its receipt of any such cash funds from any of the SAP Subsidiaries and (B) such amounts of Surplus Cash so received by Purchaser or one of its Subsidiaries (other than a SAP Subsidiary) from any of the SAP Subsidiaries shall not be used by Purchaser or its Subsidiaries (other than a SAP Subsidiary) for any purpose other than as contemplated by the immediately preceding clause (A). Within 30 days after the end of each calendar quarter until the Surplus Cash Amount has been paid to Seller, Purchaser shall provide Seller with a statement setting forth in reasonable detail the contribution of cash funds from any of the SAP Subsidiaries to Purchaser or any of its Subsidiaries (other than a SAP Subsidiary) and the current balance thereof, all payments of the Surplus Cash Amount theretofore made, and the unpaid balance of the Surplus Cash Amount. In no event shall Seller's right to Purchaser's payment of the Surplus Cash Amount pursuant to this Section 2.3(e)(ii) be subordinated to the Debt Financing or other Contracts of Purchaser or any of its Subsidiaries (other than of a SAP Subsidiary pursuant to applicable insurance Laws or as required by an Applicable Department of Insurance).

(iii) If the Actual Adjustment is zero, there will be no adjustment to the Purchase Price pursuant to this Section 2.3(e), and Seller and Purchaser shall deliver a joint written authorization to the Escrow Agent authorizing the Escrow Agent to release to Seller all of the funds in the Adjustment Escrow Account.

(f) Purchaser and Seller agree to treat any payments required pursuant to Section 2.3(e) as an adjustment to the Purchase Price for all Tax purposes.

2.4 Withholding Rights. The Purchaser and the SV Companies, and any other applicable withholding agent, are entitled to deduct and withhold, or cause its paying agent to deduct and withhold, from any amounts payable to Seller under this Agreement any withholding Taxes required under the Code or any applicable Tax Law to be deducted and withheld. To the extent that any such amounts are so deducted or withheld, such amounts will be timely paid to the appropriate Taxing Authority and will be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made. To the extent that any payments to be made under this Agreement to Seller are expected to be subject to withholding, Buyer shall use commercially reasonable efforts to notify Seller at least three (3) Business Days prior to such payment that (i) such payment is subject to withholding, (ii) the amount that will be withheld, and (iii) reasonable details regarding the provision of Law that requires such withholding and shall consider in good faith any reasonable analysis offered by Seller in writing before the Closing that such payments should not be subject to such withholding.

ARTICLE III

CLOSING

3.1 Closing Date. The consummation of the Share Sale as contemplated hereby (the "Closing") shall take place at the offices of Locke Lord LLP located at 2800 Financial Plaza, Providence, RI (or at such other place as the parties may designate in writing) at 10:00 a.m. (New York time) on a date to be specified by the parties, which date shall be no later than the second Business Day after the satisfaction or waiver of the conditions to the Closing set forth in Sections 8.1 and 8.2 hereof (other than those to be satisfied or waived at the Closing or on the Closing Date, but subject to the satisfaction of those conditions); provided that the Closing shall not take place prior to thirty (30) days following the date hereof unless the Company and Purchaser mutually agree in writing otherwise. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date".

3.2 Deliveries by Seller. At the Closing (or such earlier time as specified below), Seller shall deliver or cause to be delivered to Purchaser the following items:

(a) a stock certificate representing the Shares, with a duly executed stock power attached in proper form for transfer;

(b) certification of non-foreign status of Seller dated as of the Closing Date and complying with the requirements of Treasury Regulations Section 1.1445-2(b)(2) duly executed by Seller in the form of Exhibit G attached hereto;

(c) resignations, dated and effective as of the Closing Date, of the directors and officers of the SV Companies specified by Purchaser;

(d) an Officer's Certificate of each SV Company, dated as of the Closing Date, certifying as to the Governing Documents of such SV Company;

(e) the irrevocable written waiver of terminations in connection with the transactions contemplated hereby of the fronting arrangements with National Guardian Life Insurance Company and Standard Security Life Insurance Company of New York pursuant to Contracts No. 1-5 and 9-11 on Schedule 4.3(a) of the Disclosure Schedule, in each case executed by National Guardian Life Insurance Company or Standard Security Life Insurance Company of New York, as applicable;

(f) a restrictive covenant agreement with Nautic and certain Affiliates thereof in the form of Exhibit H (the "Restrictive Covenant Agreement"), executed by Nautic and such Affiliates;

(g) Payoff Letters delivered no later than 1:00 p.m., New York time, on the Business Day immediately preceding the Closing Date and invoices for Company Transaction Expenses delivered substantially contemporaneously with the delivery of the Closing Estimate;

(h) evidence reasonably satisfactory to Purchaser that the Distribution has been consummated

(i) evidence reasonably satisfactory to Purchaser of the termination of the all Contracts between any SV Company, on the one hand, and Houlihan Lokey or TripleTree, on the other hand, with no further liabilities or obligations of any SV Company or any post-Closing Affiliate of any SV Company thereunder other than amounts in respect of Company Transaction Expenses; and

(j) the Escrow Agreement executed by Seller which shall be in full force and effect (assuming execution and delivery by the Escrow Agent and Purchaser).

3.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Seller the following items:

(a) the Estimated Purchase Price, paid in accordance with Section 2.2 to the Persons specified by Seller in accordance therewith; and

(b) the Escrow Agreement executed by Purchaser which shall be in full force and effect (assuming execution and delivery by the Escrow Agent and Seller).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Purchaser as of the date hereof and, upon the occurrence of the Closing, as of the Closing Date as hereafter set forth in this Article IV. Each item disclosed in the schedules to this Agreement (the "Disclosure Schedules") shall constitute an exception to the representations and warranties to which it makes reference and shall be deemed to be disclosed with respect to each Disclosure Schedule to this Agreement and/or representation and warranty herein given to which it relates, without the necessity of repetitive disclosure or cross-reference, in each case, so long as the relevance of such item or information is reasonably apparent on its face. Disclosure of such items or information shall not affect, directly or indirectly, the interpretation of this Agreement or the scope of the disclosure obligations of the Company under this Agreement, and inclusion of information in the Disclosure Schedules shall not be construed as an admission that such information is material. Capitalized terms used and not otherwise defined in the Disclosure Schedules shall have the meanings specified in this Agreement.

4.1 Organization and Good Standing.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Delaware and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. The Company is duly qualified or authorized to do business as a foreign corporation and is in good standing under the laws of each jurisdiction where the ownership of its property or assets or the nature of its business makes such qualification necessary, except where the failure to be so qualified, authorized or in good standing would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

(b) Each SV Company, other than the Company, is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted. Each SV Company, other than the Company, is duly qualified or authorized to do business as a foreign corporation and is in good standing under the laws of each jurisdiction where the nature of its business makes such qualification necessary, except where the failure to be so qualified, authorized or in good standing would not reasonably be expected to have a Material Adverse Effect. Seller has made available to Purchaser correct and complete copies of the Governing Documents, each as amended to the date hereof, of the SV Companies.

4.2 Authorization of Agreement. The Company has all requisite power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by the Company in connection with the consummation of the transactions contemplated by this Agreement (the "Company Documents"), and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Company Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Company. This Agreement has been, and each of the Company Documents will be at or prior to the Closing, duly and validly executed and delivered by the Company and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Company Document when so executed and delivered will constitute, a legal, valid and binding obligation of the Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 4.3(a), the execution and delivery by the Company of this Agreement and the Company Documents does not, and the consummation of the transactions contemplated hereby or thereby, or compliance by the Company with any of the provisions hereof or thereof, will not conflict with or result in any violation of or default, penalties, termination or acceleration (with or without notice or lapse of time, or both) under any provision of (i) the certificate of incorporation and by-laws of the Company; or (ii) any Contract to which any SV Company or by which any of the properties or assets of any SV Company are bound, other than, in the case of clause (ii), such conflicts, violations, defaults, penalties, terminations or accelerations that would not, individually or in the aggregate, reasonably be expected to be material to the SV Companies, taken as a whole.

(b) Except as set forth on Schedule 4.3(b), no Consent, Order or Permit of, or declaration or filing with, or notification to, any Governmental Body is required on the part of any SV Company in connection with the execution and delivery of this Agreement or the Company Documents or the compliance by the SV Companies with any of the provisions hereof or thereof, or the consummation of the transactions contemplated hereby or thereby, except for

(i) compliance with the applicable requirements of the HSR Act, (ii) the Form A Filings and approval thereof by each of the Applicable Departments of Insurance, and (iii) such Consents, Orders or Permits that, if not obtained, would not, individually or in the aggregate, reasonably be expected to be material to the SV Companies, taken as a whole.

4.4 Capitalization.

(a) The authorized and the issued and outstanding capital stock of the Company consists of the shares of capital stock set forth on Schedule 4.4(a), and no shares are held in the treasury. The capital stock set forth on Schedule 4.4(a) represents all of the issued and outstanding capital stock of the Company. All of the capital stock set forth on Schedule 4.4(a) has been duly authorized and validly issued, and are fully paid and non-assessable. There are no other equity or debt securities of the Company authorized or issued and outstanding and there are no warrants, preemptive rights, options, calls, commitments, conversion privileges, or other agreements of any kind or character for the issuance of any capital stock of the Company, or any security convertible into, or exercisable or exchangeable for capital stock of the Company or for the repurchase, redemption or other acquisition of any capital stock of the Company. Each direct and indirect Subsidiary of the Company is listed on Schedule 4.4(b), and the Company is the sole direct or indirect owner of each SV Company listed on Schedule 4.4(b) free and clear of all Liens (other than restrictions on transfer arising under applicable securities Laws), except as set forth on Schedule 4.4(b). No SV Company is a party to any voting trust or other Contract with respect to the voting, redemption, sale, transfer or other disposition of the capital stock of such SV Company. No SV Company directly or indirectly owns any equity or similar interest in, or any interest convertible into or exchangeable or exercisable for, at any time, any equity or similar interest in, any Person other than a Company Subsidiary set forth on Schedule 4.4(b) and interests in entities that are not Affiliates of any SV Company and are held as investment assets by the SV Companies in the Ordinary Course of Business.

(b) The authorized and the issued and outstanding capital stock of each Company Subsidiary, consists of the shares of capital stock set forth on Schedule 4.4(b), and no shares are held in the treasury. The capital stock set forth on Schedule 4.4(b) represents all of the issued and outstanding capital stock of each Company Subsidiary. All of the capital stock set forth on Schedule 4.4(b) has been duly authorized and validly issued, and are fully paid and non-assessable. There are no other equity or debt securities of any Company Subsidiary authorized or issued and outstanding and there are no warrants, preemptive rights, options, calls, commitments, conversion privileges, or other agreements of any kind or character for the issuance of any capital stock of any Company Subsidiary or any security convertible into, or exercisable or exchangeable for capital stock of any Company Subsidiary or for the repurchase, redemption or other acquisition of any capital stock of any Company Subsidiary.

4.5 Financial Statements.

(a) Attached as Schedule 4.5(a) are correct and complete copies of (i) the audited consolidated balance sheet of the SV Companies as at December 31, 2012 (which does not include, for avoidance of doubt, the financial information of Block Vision Holdings Corporation and its Subsidiaries) and the related audited consolidated statements of operations, stockholders' equity and cash flows of the SV Companies (which does not include, for avoidance

of doubt, the financial information of Block Vision Holdings Corporation and its Subsidiaries) for the fiscal period from March 30, 2012 through December 31, 2012, (ii) the audited consolidated balance sheet of the SV Companies as at December 31, 2013 and the related audited consolidated statements of operations, stockholders' equity and cash flows of the SV Companies (which does not include, for avoidance of doubt, the financial information of Block Vision Holdings Corporation and its Subsidiaries for the period prior to November 26, 2013)) for the fiscal year ended December 31, 2013, (iii) the audited consolidated balance sheets of Block Vision Holdings Corporation and its Subsidiaries as at December 31, 2013 and the related audited consolidated statements of operations, stockholders' equity and cash flows for the applicable fiscal year then ended, (iv) the audited consolidated balance sheet of the SV Companies as at December 31, 2014 and the related audited consolidated statements of operations, stockholders' equity and cash flows for the fiscal year ended December 31, 2014, and (v) the unaudited consolidated balance sheet of the SV Companies as of September 30, 2015 (the "Interim Balance Sheet"; and September 30, 2015 is referred to as the "Interim Balance Sheet Date") and the related unaudited consolidated statement of operations and cash flows of the SV Companies for the nine (9)-month period then ended (such audited and unaudited statements, including the related notes and schedules thereto, are referred to herein as the "Financial Statements"). Except as set forth in the notes thereto and as disclosed in Schedule 4.5(a), each of the Financial Statements has been prepared in accordance with GAAP consistently applied and presents fairly in all material respects the consolidated financial position, results of operations and cash flows of the SV Companies as at the dates and for the periods indicated therein; provided that the Financial Statements described in clause (v) are subject to adjustments with respect to depreciation and amortization, normal year-end adjustments and lack footnotes and other presentation items, in each case which in the aggregate are not material.

(b) The Company has made available to Purchaser correct and complete copies of (i) the SAP Subsidiaries' audited annual statements for the year ended December 31, 2012 (excluding the audited annual statements of the SAP Subsidiaries of Block Vision Holdings Corporation for the year ended December 31, 2012), (ii) the SAP Subsidiaries' audited annual statements for the year ended December 31, 2013, (iii) the SAP Subsidiaries' (other than Superior Vision of New Jersey, Inc.) audited annual statements for the year ended December 31, 2014 (collectively, the "Annual Statements"), and (iv) the Quarterly Statements of the SAP Subsidiaries as of March 31, 2015, June 30, 2015 and September 30, 2015 (the "Quarterly Statement," and together with the Annual Statements, the "Statutory Statements"), in each case as filed with each Applicable Department of Insurance. The financial statements included within the Statutory Statements have been prepared in accordance with SAP, have been derived from the books and records of each SAP Subsidiary, and present fairly in all material respects the statutory financial position of each SAP Subsidiary at the respective dates thereof and the statutory results of operations and cash flows of each SAP Subsidiary for the periods then ended, except that the Quarterly Statements have not been audited and are subject to normal year-end adjustments and omits footnotes and other presentation items, which in the aggregate are not material. Except as set forth on Schedule 4.5(b), each of the Statutory Statements (A) complied in all material respects with the requirements of Applicable Insurance Codes as of the date of its filing, and (B) was filed with or submitted to the Applicable Department of Insurance in a timely manner on forms prescribed or permitted by that Governmental Body at the time of the filing. Except as set forth on Schedule 4.5(b), no material deficiency has been asserted with respect to the Statutory Statements by the Applicable Department of Insurance.

(c) The loss reserves and other actuarial account of the SAP Subsidiaries contained in the Statutory Statements, as of their respective dates (the "Loss Reserves"), (i) were determined in accordance with generally accepted actuarial principles consistently applied (except as otherwise noted therein and the notes thereto), (ii) were fairly stated in all material respects in accordance with sound actuarial principles except as otherwise noted therein and the notes thereto), and (iii) satisfied in all material respects all requirements of Applicable Insurance Code as of the date of the Financial Statements. Notwithstanding the foregoing, neither the Seller nor any of the SV Companies makes any representation or warranty as to the adequacy or sufficiency of any of the Loss Reserves.

4.6 No Undisclosed Liabilities. The SV Companies do not have any material liabilities other than (i) liabilities to the extent reflected on the face of the balance sheet as at December 31, 2014 described in Section 4.5(a), (ii) liabilities of the type reflected on the face of such balance sheet which have arisen since the date of such balance sheet in the Ordinary Course of Business (none of which is a liability for breach of contract, tort, or infringement or a claim or lawsuit or an environmental liability), (iii) executory obligations under any Contract that was entered into in the Ordinary Course of Business (other than is respect of a breach of such Contract), (iv) liabilities described on Schedule 4.6 and (v) liabilities incurred in connection with the transactions contemplated hereby or that are otherwise included in the calculation of the Purchase Price as finally determined pursuant to Section 2.3.

4.7 Absence of Certain Developments. Except as set forth on Schedule 4.7 as of the date hereof and (i) since June 30, 2015, the SV Companies have conducted their respective businesses only in the Ordinary Course of Business, (ii) since December 31, 2014, there has not been any event, change, occurrence or circumstance that, individually or in the aggregate, has had a Material Adverse Effect and (iii) since June 30, 2015, none of the SV Companies has taken any action that would have required the prior written consent of Purchaser under Section 7.2(b) if such action had been taken after the date of this Agreement and prior to the Closing.

4.8 Taxes. Except as set forth on Schedule 4.8:

(a) Each SV Company has timely filed all income Tax Returns and all other material non-income Tax Returns required to be filed by it (including any consolidated, combined, unitary, or other similar Tax Return that includes such SV Company), all material Taxes imposed on any SV Company (whether or not shown as due on such Tax Returns) have been paid, and any requests for extensions to file such Tax Returns have been timely filed, granted and have not expired. The Financial Statements reflect an adequate reserve for all Taxes payable by each SV Company for all taxable periods and portions thereof through the date of such Financial Statements. All material Taxes required to be withheld by each SV Company have been withheld and have been duly and timely paid to the proper Taxing Authority. There are no Liens for Taxes upon any SV Company's assets, other than Permitted Liens.

(b) None of the Tax Returns filed by any SV Company or Taxes payable by any SV Company have been the subject of an audit, action, suit, proceeding, claim, examination, deficiency or assessment by any Taxing Authority within the past three (3) years, and no such audit, action, suit, proceeding, claim, examination, deficiency or assessment is currently pending or, to the Knowledge of the Company, threatened. None of the SV Companies has waived any

statute of limitation with respect to any Tax or agreed to any extension of time with respect to a Tax assessment or deficiency that remains outstanding.

(c) The SV Companies have not been members of any Consolidated Group (other than a group that included only other SV Companies) for any taxable period as to which the statute of limitations is still open.

(d) None of the SV Companies is a party to any agreement, contract, arrangement or plan that has resulted or would result, separately or in the aggregate, in the payment of any "excess parachute payment" within the meaning of Code Section 280G (or any corresponding provision of state, local or foreign Tax law).

(e) None of the SV Companies will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) beginning after the Closing Date as a result of any (A) change in method of accounting for a taxable period ending on or prior to the Closing Date, (B) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state or local income Tax law) executed on or prior to the Closing Date, (C) installment sale or open transaction disposition made on or prior to the Closing Date, (D) prepaid amount received on or prior to the Closing Date or (E) Section 108(i) of the Code related to income deferred prior to the Closing Date.

(f) None of the SV Companies has any actual or potential obligation to reimburse or otherwise ''gross-up'' any Person for the interest or additional tax set forth under Code Section 409A(a)(1)(B) or 4999.

(g) None of the SV Companies is a party to any Tax sharing or Tax indemnity agreements or similar arrangements pursuant to which any of them would have any obligation to make payments of Taxes to any person after Closing, except for any such existing agreements exclusively between or among the SV Companies.

(h) Since the Interim Balance Sheet Date, none of the SV Companies made or changed any material written Tax election, filed any amended Tax Return, entered into any closing agreement with any Governmental Body with respect to Taxes, settled any material Tax claim or assessment, surrendered any right to claim a refund of Taxes, consented to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or adopted or changed any Tax accounting method.

(i) Nothing in this Section 4.8 (except as specifically addressed by Section 4.8(d), Section 4.8(e), Section 4.8(f) or Section 4.8(g)) or otherwise in this Agreement shall be construed as a representation or warranty with respect to (i) the amount or availability of any net operating loss, capital loss, or Tax credit carryover or other Tax attribute or asset or (ii) any Tax positions that Purchaser and its Affiliates (including the SV Companies) may take in or in respect of a taxable period (or portion thereof) beginning after the Closing Date.

4.9 Intellectual Property.

(a) Schedule 4.9(i) lists all Registered Intellectual Property as of the date hereof. Except as set forth on Schedule 4.9(ii), all Intellectual Property owned by an SV Company, including all such Registered Intellectual Property, is owned solely by one of the SV Companies. Schedule 4.9(iii) sets forth a complete list of all licenses to Intellectual Property to which any SV Company is a party (the "Licenses"), excluding non-exclusive licenses to "off the shelf" or commercially available software with an aggregate license fee of less than $250,000 per annum. Such Licenses are in full force and effect and no material default exists on the part of the SV Company party thereto or, to the Knowledge of the Company, on the part of the other parties thereto. Except as set forth on Schedule 4.9(iv), the conduct of the SV Companies' business has not, in the last three (3) years, materially infringed, violated or misappropriated, and as it is currently conducted does not materially infringe, violate or misappropriate, the Intellectual Property of any third party. In the last three (3) years, no SV Company has received any written notice regarding the foregoing (including any unsolicited demand or request from a third party that any SV Company licenses any Intellectual Property). There are no pending or, to the Knowledge of the Company, threatened claims by any third party that one of the SV Companies has infringed, violated, or misappropriated the Intellectual Property of any third party. To the Knowledge of the Company, there is no continuing infringement, violation or misappropriation by any third party of any Intellectual Property owned by or exclusively licensed to any SV Company. All Registered Intellectual Property is valid, subsisting, and enforceable. Each SV Company owns, or otherwise has a valid and enforceable right to use, all Intellectual Property used in or necessary to the conduct of the business of each SV Company as currently conducted, free and clear of all Liens, other than Permitted Liens.

(b) Each current and former contractor of the SV Companies has entered into and executed binding invention assignment and confidentiality agreements whereby such contractors assign to the SV Companies party thereto any ownership interest and right they may have in the material Intellectual Property of the SV Companies, and acknowledge the SV Companies' exclusive ownership of all Intellectual Property of the SV Companies. No present or former officer, employee or contractor of the SV Companies holds any right, title or interest, in whole or in part, in or to any material Intellectual Property of the SV Companies.

(c) The SV Companies have taken all reasonable actions, consistent with applicable industry best practices, to protect the integrity and security of, and avoid material business disruption to, the SV Companies' networks and systems, and the data and other information stored thereon, including with respect to the Health Solutions Plus System Conversion and Implementation.

(d) The SV Companies maintain commercially reasonable back-up and data recovery, disaster recovery and business continuity plans, procedures and facilities, and act in compliance therewith.

4.10 Material Contracts.

(a) Schedule 4.10(a) lists the following Contracts to which a SV Company is a party or by which it is bound (the Contracts required to be set forth on Schedule 4.10(a), collectively, the "Material Contracts") as of the date hereof, a correct and complete copy of each of which, together with all amendments thereto, has been made available to Purchaser:

(i) Contracts for the pending sale of any of the Assets of any SV Company other than in the Ordinary Course of Business, for consideration in excess of $500,000;

(ii) Contracts relating to (A) the borrowing of money or other Company Indebtedness, in each case with respect to an amount in excess of $1,000,000 in the aggregate, or the making of any loans (other than employee advances in the Ordinary Course of Business) or (B) the granting of any Lien (other than a Permitted Lien) upon any assets of the SV Companies;

(iii) management agreements, consulting agreements or Contracts for the employment of any director, officer, Business Employee or other Person on a full-time, part-time, consulting or other basis (A) providing annual base cash compensation in excess of $200,000 or (B) providing for the payment of any cash or other compensation or benefits upon termination of employment (other than such agreements that have no further payment obligations thereunder) or the consummation of the transactions contemplated hereby;

(iv) (x) Contracts for services or Contracts for the purchase, rental or use of real property or personal property, including equipment, vehicles, and other personal property or fixtures, in each case pursuant to which a SV Company has ongoing or future payment obligations of greater than $ annually and (y) to the extent not covered by the immediately preceding clause (x), the ten (10) largest vendors or suppliers of the SV Companies (on a consolidated basis) for the twelve (12)-month period immediately preceding the date hereof in terms of aggregate total purchases in dollars by the SV Companies;

(v) Contracts restricting any SV Company from: (x) engaging in any line of business or competing with any Person or in any geographical area; (y) acquiring any product or other asset or any service from any other Person or (z) developing, supplying, distributing, offering, supporting or servicing any product or service to or for any other Person (other than customary limitations in license agreements with respect to the use of such licensed materials);

(vi) Contracts with a term of at least one (1) year or more and which cannot be terminated upon ninety (90) days (or less) written notice which are reasonably anticipated to account for at least $ in aggregate gross revenues in either calendar year 2015 or 2016;

(vii) the Real Property Leases;

(viii) joint venture agreements;

(ix) all reinsurance agreements (the "Reinsurance Agreements") and services agreements that are directly related to Reinsurance Agreements;

(x) Licenses and other Contracts relating to (A) the ownership, development or use of any Intellectual Property owned or used by any SV Company and (B) all other agreements affecting any SV Company's ability to use, enforce or disclose any Intellectual Property (in each case, excluding non-exclusive licenses to "off the shelf" or commercially

available software with an aggregate license fee of less than $250,000 per annum);

(xi) Contracts under which any SV Company has a commitment to make a capital expenditure or purchase a capital asset in excess of $250,000;

(xii) Contracts providing for future payments that are conditioned upon, in whole or in part, a change of control or similar event;

(xiii) Contracts relating to the acquisition or disposition of any business under which any SV Company has any material obligation outstanding;

(xiv) settlements, conciliations or similar Contracts that impose any material monetary or other material obligations upon any SV Company after the date of this Agreement;

(xv) Contracts that provide any customer of any SV Company with pricing, discounts or benefits that change based on the pricing, discounts or benefits offered to other customers of any SV Company, including Contracts containing "most favored nation" provisions; and

(xvi) Contracts with the clients and providers required to be set forth on Schedules 4.22(a) and 4.22(b).

(b) Except as set forth on Schedule 4.10(b), since June 30, 2015, no SV Company nor, to the Knowledge of the Company, any other party thereto is or has been in default or breach (in each case with or without the giving of notice or lapse of time or both) in any material respect under any Material Contract, and no SV Company has received any written notice of any such default or breach by any SV Company under any Material Contract. Each Material Contract is valid and binding on the applicable SV Company, in full force and effect, and enforceable in accordance with its terms by such SV Company and, to the Knowledge of the Company, each other party thereto. No SV Company has received any notice in writing of, nor has Knowledge of, the intention of any party to terminate any Material Contract. The Company has made available to Purchaser prior to the date hereof true and complete copies of all Material Contracts.

(c) All material benefits payable to each SAP Subsidiary and all material amounts owing by each SAP Subsidiary in respect of the Reinsurance Agreements are accounted for on the Statutory Statements in accordance with SAP. During the last two (2) years, each SAP Subsidiary has complied in all material respects with all of its obligations under the Reinsurance Agreements.

4.11 Employee Benefits Plans.

(a) Schedule 4.11(a) lists each employment, consulting, retirement, deferred compensation, incentive, bonus, stock option, restricted stock, stock appreciation right, phantom equity, change in control, severance, vacation, paid time off, welfare, post-employment welfare, and other material employee benefit agreement, plan, policy, program or arrangement, whether or not reduced to writing, maintained, sponsored or contributed to by any SV Company or with

respect to which any SV Company has any liability (each, a "Company Benefit Plan"). The Company has made available to Purchaser correct and complete copies of (i) each Company Benefit Plan (or, in the case of any such Company Benefit Plan that is unwritten, descriptions thereof), (ii) the most recent annual reports on Form 5500 required to be filed with the IRS with respect to each Company Benefit Plan (if any such report was required), (iii) the most recent summary plan description for each Company Benefit Plan for which a summary plan description is required and (iv) each trust agreement and insurance or group annuity contract relating to any Company Benefit Plan. Except as set forth on Schedule 4.11(a), each Company Benefit Plan has been administered, funded and maintained, in form and operation, in all material respects in accordance with its terms and the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Code and all other applicable Laws, and the SV Companies have performed and complied in all material respects with all of their obligations under or with respect to each Company Benefit Plan.

(b) As of the date hereof (i) each Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS or can rely on an opinion letter from the IRS to the prototype plan sponsor, to the effect that such Company Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, and (ii) to the Knowledge of the Company, no event has occurred since the date of the most recent determination letter or application therefor relating to any such Company Benefit Plan that would reasonably be expected to cause the revocation of such determination letter from the IRS or the unavailability of reliance on such opinion letter from the IRS or adversely affect such qualified status.

(c) None of the SV Companies have maintained, contributed to or have any current or potential liability with respect to any plan subject to Title IV of ERISA or the minimum funding requirements of Section 412 of the Code or Section 302 of ERISA, any "multiemployer plan" within the meaning of Section 3(37) of ERISA, or any "multiple employer plan" within the meaning of Section 413 of the Code.

(d) Except as set forth on Schedule 4.11(d), all contributions, premiums or other payments that are due have been paid on a timely basis with respect to each Company Benefit Plan.

(e) Except as set forth on Schedule 4.11(e), none of the SV Companies have any current or potential obligation to provide post-employment health, life or other welfare benefits other than as required under Section 4980B of the Code or any similar applicable law for which the covered individual pays the full cost of coverage.

(f) There do not exist any pending or, to the Knowledge of the Company, threatened claims (other than routine undisputed claims for benefits), suits, actions, disputes, audits or investigations with respect to any Company Benefit Plan.

(g) Except as set forth on Schedule 4.10(b), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) (i) result in any payment becoming due, or increase

the amount of any compensation or benefits due, pursuant to any Company Benefit Plan; (ii) increase any benefits otherwise payable under any Company Benefit Plan; (iii) result in the acceleration of the time of payment or vesting of any such compensation or benefits; or (iv) result in the payment of any amount that would, individually or in combination with any other such payment, be an "excess parachute payment" within the meaning of Section 280G of the Code.

(h) No employee of Seller or its Affiliates (other than the SV Companies) primarily provides services to the SV Companies or is otherwise critical to the continued operations of the SV Companies in the same manner as operated immediately prior to the Closing.

4.12 Labor.

(a) No SV Company is a party to or bound by any labor or collective bargaining agreement with a labor organization representing any of the Business Employees ("Collective Bargaining Agreements").

(b) There are no (i) strikes, work stoppages, work slowdowns, organizational efforts or lockouts existing or, to the Knowledge of the Company, threatened in writing against or involving the Business Employees, or (ii) unfair labor practice charges, grievances or complaints pending or, to the Knowledge of the Company, threatened in writing by or on behalf of any Business Employee or group of Business Employees.

(c) Attached as Schedule 4.12(c) is a list as of the date hereof of (i) all Business Employees whose base salary is in excess of $200,000 or whose aggregate wages (on an annualized basis through December 31, 2014) exceed $250,000, and (ii) such Business Employees' rate of base salary as of the date hereof.

(d) Each SV Company has complied in all material respects with all applicable Laws and Orders relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, fair labor standards, nondiscrimination, immigration, workers compensation, collective bargaining and the payment of social security and other payroll taxes. Except as would not reasonably be expected to result in material liability for any SV Company, no SV Company is delinquent in payment of, or has failed to pay, any of its current or former employees, consultants or independent contractors wages (including minimum wage, overtime, meal breaks or waiting time penalties), salaries, fees, commissions, accrued and unused vacation, on-call payments, equal pay, or collective bargaining payments, bonuses, or other compensation, if any, for any services performed by them to which they would be entitled under applicable Law or a Contract with any SV Company.

(e) In the last two (2) years, no SV Company has implemented any employee layoffs that could implicate the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar applicable Law (collectively, the "WARN Act"), and no such events are currently planned, anticipated or announced. To the Knowledge of the Company, no officer, executive or other key employee of any SV Company: (i) has any present intention to terminate his or her employment with any SV Company within the first twelve (12) months following the

Closing Date, or (ii) is a party to any confidentiality, non-competition, proprietary rights or other such Contract that would materially restrict the performance of such employee's employment duties, or the ability of any SV Company to conduct its business.

4.13 Litigation. Except as set forth on Schedule 4.13, there are no Legal Proceedings pending or, to the Knowledge of the Company, threatened against any SV Company by or before any Governmental Body that, if determined adversely, would, individually or in the aggregate, reasonably be expected to be material to the SV Companies, taken as a whole.

4.14 Compliance with Laws; Permits; Insurance Matters.

(a) Except as set forth in Schedule 4.14(a), the SV Companies are, and during the last two (2) years have been, in compliance in all material respects with all Laws (including the U.S. Foreign Corrupt Practices Act of 1977, as amended, and those administered by the Office of Foreign Asset Control of the U.S. Treasury Department) and Orders applicable to their businesses or operations. During the last two (2) years, no SV Company has received any written notice of, or, to the Knowledge of the Company, has been charged with, or been the subject of investigation by a Governmental Body with respect to, the violation of any Laws, except where such violation would not, individually or in the aggregate, reasonably be expected to be material to the SV Companies, taken as a whole.

(b) Except as set forth in Schedule 4.14(a), the SV Companies currently have all Permits that are required for the operation of their businesses as presently conducted, except where the absence of which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the SV Companies, taken as a whole. No SV Company is in default or violation (and no event has occurred that, with notice or the lapse of time or both, would constitute a default or violation) of any term, condition or provision of any Permit to which it is a party, except where such default or violation would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the SV Companies, taken as a whole.

(c) Schedule 4.14(c) hereto contains a true and correct list of each state in which each SV Company is licensed under state insurance laws to conduct an insurance business, including, but not limited to, as a health maintenance organization, insurance company, organized delivery system, limited service health organization, a preferred provider network, a third party administrator or a producer (the license types referred to in the foregoing clause are referred to herein collectively as, the "Insurance Licenses") and the SV Companies holding such Insurance Licenses are referred to herein collectively as the "Insurance Business Subsidiaries." Except as set forth in Schedule 4.14(c): (i) no SV Company has received any written notice regarding the Deficiency of any such Insurance License in the last two (2) years; and (ii) no investigation or proceeding is pending or, to the Knowledge of the Company, threatened in writing, that would, individually or in the aggregate, be reasonably likely to be material to the SV Companies, taken as a whole. All such Insurance Licenses are duly issued, valid, in full force and effect and authorize the applicable SV Companies to transact the business permitted under such Insurance License, except where the failure of such would not, individually or in the aggregate, be reasonably likely to be material to the SV Companies, taken as a whole.

(d) During the last two (2) years, no SV Company has, directly or indirectly, made any improper contribution or paid or delivered, or committed itself to pay or deliver, any bribe, payoff, influence payment or kickback, whether in money, or anything else of value, to any person with the intent of obtaining an improper benefit or business advantage for the SV Companies.

(e) During the last two (2) years, each Insurance Business Subsidiary has filed all material reports, statements, registrations or filings required to be filed by it with any Governmental Body regulating its Insurance Licenses (the "Regulatory Filings") and all Regulatory Filings were in compliance in all material respects with applicable Law when filed or as amended or supplemented. Each Insurance Business Subsidiary has provided to Purchaser complete and correct copies of: (i) all audits and examinations (including, without limitation, financial, market conduct and similar examinations of any Insurance Business Subsidiary) performed with respect to the Insurance Business Subsidiary by any Governmental Body regulating its Insurance Licenses during the last two (2) years, (the "Audit Reports"), along with the SV Companies' responses thereto; and (ii) all material holding company filings made by each Insurance Business Subsidiary with any Governmental Body regulating its Insurance Licenses during the last two (2) years. Other than as set forth in the Audit Reports or on Schedule 4.14(e), no material Deficiencies have been asserted against the Insurance Business Subsidiary by any such Governmental Entity with respect to the Regulatory Filings. Except as set forth on Schedule 4.14(e), no similar audits or examinations are currently being performed or, to the Knowledge of the Company, are scheduled to be performed.

(f) To the extent required by applicable Law, all evidence of coverage documents issued by the SAP Subsidiaries, as applicable, during the last two (2) years are on forms approved by applicable insurance regulatory authorities or other Governmental Bodies in the jurisdictions where issued or have been filed.

4.15 Environmental Matters.

(a) The operations of the SV Companies are and for the last two (2) years, have been, in compliance in all material respects with all applicable Environmental Laws, including those applicable to their operations at and occupation of the Real Property Leases, which compliance includes obtaining, maintaining and complying with any Permits required under applicable Environmental Laws necessary to operate its business and occupy the Real Property.

(b) None of the SV Companies are the subject of any outstanding Order of any Governmental Body respecting (i) Environmental Laws, (ii) Remedial Action or (iii) any Release or threatened Release of a Hazardous Material.

(c) During the last two years, none of the SV Companies has received written notice from any Governmental Body regarding any actual or alleged violation of or liability under Environmental Law.

(d) The SV Companies are not subject to any pending or, to the Knowledge of the Company, threatened claim alleging that the SV Companies (i) may be in violation of any

Environmental Law or any Environmental Permit or (ii) may have any Liability under any Environmental Law, the subject of which remains unresolved.

(e) There are no pending or, to the Knowledge of the Company, threatened investigations of the business of, or Legal Proceedings relating to any SV Company, or any currently or formerly owned or leased property of any SV Company under Environmental Laws, which would reasonably be expected to result in such SV Company incurring any material Liability pursuant to any Environmental Law.

(f) To the Knowledge of the Company, no SV Company (or any other Person whose liability any SV Company has assumed, undertaken, provided an indemnity with respect to, or is otherwise subject to) has managed, disposed, Released, or exposed any Person to, any Hazardous Material, or owned or operated any property or facility contaminated by any Hazardous Material, in each case so as would give rise to any material Liability or obligation under any Environmental Law.

(g) The representations and warranties set forth in this Section 4.15 are the Company's sole and exclusive representations and warranties regarding environmental, health or safety matters, and no other representation or warranty set forth herein shall be read or construed to address environmental, health or safety matters.

4.16 Real Property.

(a) None of the SV Companies own any parcel of real property.

(b) Schedule 4.16(b) includes a complete and accurate list of all the real estate leased by any SV Company (the "Leased Real Property") as of the date hereof, all of which is held under real property leases (the "Real Property Leases"). Schedule 4.16(b) includes a list of all of the Real Property Leases, copies of which have been made available to Purchaser. To the Knowledge of the Company, as of the date hereof, the buildings, plants, facilities, installations, fixtures and other structures or improvements themselves included as part of, or located on or at, the Leased Real Property and the SV Companies' activities the Leased Real Property, are not in material violation of, or in material conflict with, any applicable zoning regulations or ordinances.

(c) As of the date hereof, all the Real Property Leases are in full force and effect, and are valid and enforceable in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws in effect which affect the enforcement of creditors' rights generally and by limitations on the availability of equitable remedies and by equitable principles, and except as would not reasonably be expected to have a Material Adverse Effect. As of the date hereof, there exist no defaults on the part of any SV Company under any Real Property Lease nor, to the Knowledge of the Company**,** any state of facts which, upon notice or lapse of time, or both, would constitute a default under any Real Property Lease, and that, in any case, would reasonably be expected to have a Material Adverse Effect.

4.17 Financial Advisors. Except for Houlihan Lokey and TripleTree, whose fees will constitute Company Transaction Expenses, no Person has acted, directly or indirectly, as a

broker, finder or financial advisor for the SV Companies in connection with the transactions contemplated by this Agreement or the Company Documents and no Person is entitled to any fee or commission or like payment from Purchaser or any SV Company in respect thereof. The Company has provided to Purchaser true, complete and correct copies (with fees redacted therefrom) of any Contract that between a SV Company or Seller, on the one hand, and Houlihan Lokey or TripleTree, on the other hand.

4.18 Banks; Officers; Directors & Elected Officers. Schedule 4.18 lists as of the date hereof the names and locations of all banks in which any SV Company has accounts with average balances in excess of $300,000 or safe deposit boxes and the names of all persons authorized to draw thereon or to have access thereto. Schedule 4.18 lists all of the directors and elected officers of each SV Company.

4.19 Insurance. Schedule 4.19 lists all material insurance policies for the current policy year maintained by any SV Company as of the date hereof, with respect to the SV Companies' businesses (the "Policies"). Except as set forth on Schedule 4.19, (a) the Policies provide insurance coverage adequate to comply with all Laws and Material Contracts, (b) all Policies are in full force and effect, (c) to the Knowledge of the Company, no SV Company is in material default with respect to the Policies, and (d) the SV Companies have not received any notice, written or otherwise, of a cancellation with respect to any of the Policies. Except as set forth on Schedule 4.19, there are no claims by any SV Company under any of the Policies for amounts in excess of $250,000 in the aggregate. All premiums with respect to the Policies covering all periods up to and including the Closing Date have or will be paid as of the Closing Date.

4.20 Privacy Laws.

(a) The operation of the SV Companies is in compliance in all material respects with applicable Privacy Laws. The SV Companies are in compliance in all material respects with their own internal policies regarding Personal Information. The SV Companies are in compliance with all binding privacy or data security commitments and obligations imposed on the SV Companies pursuant to any written agreement between the SV Companies and any Person.

(b) The SV Companies have adopted a written information security program ("WISP") that in all material respects complies with the standards set forth in the HIPAA security rule regarding electronic Protected Health Information applicable to its respective businesses and operations. The SV Companies maintain records reflecting (a) the SV Companies' WISP as amended since adoption and (b) other applicable security program documents, including its incident response policies, encryption standards and other computer security protection policies or procedures.

(c) During the past two (2) years, no SV Company has received any written notice from a Governmental Body that a claim has been filed, investigation has been initiated or proceeding is pending against such SV Company by such Governmental Body concerning an alleged violation of the Privacy Laws and, to the Knowledge of the Company, no such claim,

investigation or proceeding by a Governmental Body has been threatened concerning an alleged violation of the Privacy Laws.

(d) In the last two (2) years, there has been no (i) to the Knowledge of the Company, alleged or actual unauthorized access to or use, unintended or improper disclosure, or breaches of the security of any personally-identifiable information, payment card data, other protected information, confidential or proprietary data, or any other sensitive information collected, processed, transmitted or stored by or on behalf of any SV Company that constituted a breach under HITECH or similar applicable state statutes and regulations, or (ii) notice, complaint, or claim asserted, penalty assessed, or investigation or proceeding initiated against any SV Company by, or notice given by any SV Company to, any affected individual or other Person (including any Governmental Body or industry group) in relation to the foregoing.

4.21 Transactions with Affiliates, Stockholders, Officers, Directors and Others. Except as set forth in Schedule 4.21 or with respect to any amounts to be repaid or Contracts to be terminated and fully paid and performed at Closing, no SV Company has any liabilities for indebtedness for borrowed money owing to any Affiliate, director or officer (except for amounts due as normal salaries, wages, benefits or reimbursements of ordinary business expenses). Except with respect to any amounts to be repaid at Closing, no Affiliate, director or officer of any SV Company now has, or on the Closing Date will have, any liability for any indebtedness for borrowed money owing to any SV Company except for ordinary business expense advances. Except as set forth in Schedule 4.21, no Affiliate, officer or director of any SV Company nor, to the Knowledge of the Company, any of immediate family member of any of the foregoing Persons is a party to any Contract with any SV Company that will survive Closing or has an interest in any property owned by or used by any SV Company.

4.22 Clients and Providers.

(a) Schedule 4.22(a) sets forth a true and complete list of the ten (10) largest group clients and the ten (10) largest health plan clients of the SV Companies (the "Top Clients"), by dollar volume of sales for each of the fiscal year ended December 31, 2014 and the 10 months ended October 31, 2015. Except as set forth on Schedule 4.22(a), since January 1, 2014, no such Top Client has canceled or otherwise terminated or materially and adversely amended its contractual relationship with any SV Company.

(b) Schedule 4.22(b) sets forth a true and complete list of the ten (10) largest network providers of the SV Companies (the "Top Provider"), by dollar volume of claims paid for each of the fiscal year ended December 31, 2014 and the 10 months ended October 31, 2015. Except as set forth on Schedule 4.22(b), since January 1, 2014, no such Top Provider has canceled or otherwise terminated or materially and adversely amended its contractual relationship with any SV Company.

4.23 Personal Property. Each SV Company has good, valid and marketable title to or has valid leasehold interests in all material items of tangible personal property reflected on the Interim Balance Sheet as owned or leased by such SV Company, free and clear of any Liens other than Permitted Liens.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as of the date hereof and, upon the occurrence of the Closing, as of the Closing Date as follows:

5.1 Organization and Good Standing. Seller is a limited liability company duly formed, validly existing and in good standing under the laws of Delaware and has all requisite limited liability company power and authority to own the Shares and to carry on its business as now conducted.

5.2 Authorization of Agreement. Seller has all requisite power, authority and legal capacity to execute and deliver this Agreement and each other agreement, document, or instrument or certificate contemplated by this Agreement or to be executed in connection with the consummation of the transactions contemplated by this Agreement (the "Seller Documents"), and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the Seller Documents and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary limited liability company action on the part of Seller. This Agreement has been, and each Seller Document will be at or prior to the Closing, duly and validly executed and delivered by Seller, and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Seller Document when so executed and delivered will constitute, a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5.3 Conflicts; Consents of Third Parties.

(a) None of the execution and delivery by Seller of this Agreement, the consummation of the transactions contemplated hereby, or compliance by Seller with any of the provisions hereof, will conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, any provision of (i) the certificate of formation of Seller; (ii) any Permit or Order of any Governmental Body or Contract applicable to Seller or by which any of the properties or assets of Seller are bound; or (iii) any Law applicable to Seller.

(b) Except as set forth on Schedule 4.3(b), no Consent, Order or Permit of, or declaration or filing with, or notification to, any Governmental Body is required on the part of Seller in connection with the execution and delivery of this Agreement or the compliance by Seller with any of the provisions hereof, or the consummation of the transactions contemplated hereby, except for (i) compliance with the applicable requirements of the HSR Act, (ii) the Form A Filings and approval thereof by each of the Applicable Departments of Insurance, and (iii) such Consents, Orders or Permits that, if not obtained, would not, individually or in the

aggregate, reasonably be expected to have a material adverse effect on Seller's ability to consummate the transactions contemplated hereby.

5.4 Ownership. Seller is the record and beneficial owner of all of the Shares, free and clear of any and all Liens (other than restrictions on transfer arising under applicable securities Laws). At the Closing, Seller will sell, transfer and convey to Purchaser good title to the Shares (other than the Rollover Shares), free and clear of all Liens (other than restrictions on transfer under federal and state securities Laws and any Liens created by Purchaser). Seller is not a party to any voting trusts, proxies, shareholder agreements or other Contracts with respect to the Shares.

5.5 Financial Advisors. Except for Houlihan Lokey and TripleTree, whose fees will constitute Company Transaction Expenses, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

5.6 Litigation. There are no Legal Proceedings pending or, to the knowledge of Seller, threatened against Seller, nor to the knowledge of Seller is there any pending investigation by any Governmental Body, which would give any third party the right to enjoin or rescind the transactions contemplated hereby or otherwise prevent Seller from complying with the terms and provision of this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as of the date hereof and, upon the occurrence of the Closing, as of the Closing Date as follows:

6.1 Organization and Good Standing. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease and operate properties and carry on its business.

6.2 Authorization of Agreement. Purchaser has full corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by Purchaser in connection with the consummation of the transactions contemplated hereby and thereby (the "Purchaser Documents"), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Purchaser of this Agreement and each Purchaser Document have been duly authorized by all necessary corporate action on behalf of Purchaser. This Agreement has been, and each Purchaser Document will be at or prior to the Closing, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and each Purchaser Document when so executed and delivered will constitute, the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to applicable

bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

6.3 Conflicts; Consents of Third Parties.

(a) The execution and delivery by Purchaser of this Agreement or the Purchaser Documents does not, and the consummation of the transactions contemplated hereby or thereby, or compliance by Purchaser with any of the provisions hereof or thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, any provision of (i) the certificate of incorporation or by-laws of Purchaser; (ii) any Contract or Permit to which Purchaser is a party or by which any of the properties or assets of Purchaser are bound; (iii) any Order of any Governmental Body applicable to Purchaser or by which any of the properties or assets of Purchaser are bound; or (iv) any Law applicable to Purchaser.

(b) Except as set forth on Schedule 6.3(b) of the Purchaser Disclosure Schedule, no Consent, Order or Permit of, or declaration or filing with, or notification to, any Governmental Body is required on the part of Purchaser in connection with the execution and delivery of this Agreement or the Purchaser Documents or the compliance by Purchaser with any of the provisions hereof or thereof or the consummation of the transactions contemplated hereby or thereby, except for (i) compliance with the applicable requirements of the HSR Act, (ii) the Form A Filings and approval thereof by each of the Applicable Departments of Insurance and (iii) such Consents, Orders or Permits that, if not obtained, would not, individually or in the aggregate, reasonably be expected to be material to the Purchaser's ability to consummate the transactions hereunder.

6.4 Investment Intention. Purchaser is acquiring the SV Companies pursuant to the Share Sale for its own account, for investment purposes only and not with a view to the distribution (as such term is used in Section 2(11) of the Securities Act of 1933, as amended (the "Securities Act")) of the SV Companies' capital securities. Purchaser understands that the Shares have not been registered under the Securities Act and cannot be sold under the Securities Act unless subsequently registered under the Securities Act or an exemption from such registration is available. Purchaser has such knowledge and experience in financial and business matters and investments in general that make it capable of evaluating the merits and risks of this Agreement. Purchaser is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act.

6.5 Financial Advisors. Except for Macquarie Capital (USA) Inc., no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchaser in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment in respect thereof.

6.6 Financing.

(a) Set forth on Schedule 6.6 of the Purchaser Disclosure Schedule are true, correct and complete copies of (i) a duly executed equity commitment letter, dated as of the date hereof, together with all exhibits, schedules, annexes, supplements and amendments thereto (the "Equity Commitment Letter"), from Centerbridge Capital Partners III, L.P. and Centerbridge Capital Partners SBS III, L.P. (collectively, the "Equity Financing Source"), pursuant to which, and subject to the terms and conditions expressly set forth therein, the Equity Financing Source has committed to provide equity financing in the amount set forth therein for the purposes of financing the transactions contemplated by this Agreement (the "Equity Financing"), and (ii) the duly executed debt commitment letter(s) and a customarily redacted version of the executed fee letter(s) associated therewith (with fee amounts, pricing caps, flex and other economic terms redacted (such provisions being the "Redacted Provisions")), dated as of the date hereof, in each case, together with all exhibits, schedules, annexes, supplements and amendments thereto (such commitment letter(s), including all exhibits, schedules, annexes, supplements and amendments thereto and each such fee letter, together with all exhibits, schedules, annexes, supplements and amendments thereto, collectively, the "Debt Commitment Letter(s)" and, together with the Equity Commitment Letter, the "Commitment Letters"), from the financial institutions identified therein (together with their respective Affiliates, their successors and assigns and each other Person that has committed to provide or has otherwise entered into agreements in connection with the Debt Financing or alternative financing, including any joinder, together with the former, current or future partners, shareholders, members, managers, directors, officers, employees, agents and representatives of each of the foregoing and their successors and assigns, collectively, the "Debt Financing Sources", and together with the Equity Financing Source, the "Financing Sources"), pursuant to which, and subject to the terms and conditions expressly set forth therein, the Debt Financing Sources have committed to lend the amounts set forth therein for the purposes of financing the transactions contemplated by this Agreement and related fees and expenses (the "Debt Financing", and together with the Equity Financing, the "Financing"). As of the date hereof, (x) each of the Commitment Letters is in full force and effect and has not been withdrawn or terminated or rescinded in any respect, (y) there has been no event that would constitute a default under any Commitment Letter, and (z) there have been no side letters or other agreements or arrangements to which Purchaser or any of its Affiliates is a party which are related to the funding or investing, as applicable, of the full amount of the Financing other than as expressly set forth in the Commitment Letters. Each of the Commitment Letters, in the form so delivered, is a legal, valid and binding obligation of Purchaser and, to the best of Purchaser's knowledge, the other parties thereto (in each case, as may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting or relating to the enforcement of creditors' rights generally and general principles of equity). Assuming the satisfaction of the conditions set forth in Article VIII, the aggregate proceeds of the Financing, when funded in accordance with their terms, shall provide financing sufficient to provide all funds necessary to consummate the transactions contemplated hereby and by the Commitment Letters, including the payment of the Purchase Price and all payments contemplated by Section 2.2(b) and the payment of all of Purchaser's and its Affiliates' fees and expenses associated with the transactions contemplated in this Agreement and the Commitment Letters (collectively, the "Closing Date Payments"). There are no conditions precedent to the funding of the full amount of the Financing in accordance with the terms of the Commitment Letters, other than the Financing Conditions. None of the Redacted Provisions, including any "flex provisions," reduce the amount of the Debt Financing

to be funded at Closing or modify the conditions precedent to the funding of the Debt Financing. All commitment and other fees required to be paid under the Commitment Letters prior to the date hereof have been paid. Assuming no breach or default by Seller or the Company of any of their representations, warranties and covenants contained in this Agreement and based upon facts and events known by Purchaser as of the date of this Agreement, Purchaser has no reason to believe that any of the Financing Conditions will not be satisfied at the Closing. No event has occurred which, with or without notice, lapse of time or both, would constitute a breach or default on the part of Purchaser or, to the knowledge of Purchaser, any other party thereto under any of the Commitment Letters.

(b) Notwithstanding any provision to the contrary contained in this Agreement, Purchaser understands and acknowledges that its obligations to consummate the transactions contemplated by this Agreement are not in any way contingent upon or otherwise subject to Purchaser's consummation of any financing arrangement, Purchaser's obtaining of any financing or the availability, grant, provision or extension of any financing to Purchaser.

6.7 Informed Decision. Purchaser (i) has conducted its own independent review and analysis of, and, based thereon, has formed an independent judgment concerning, the business, assets, condition, operations and prospects of the SV Companies, and (ii) has been furnished with or given access to such documents and information about the SV Companies and their respective businesses and operations as it and its representatives and advisors have deemed necessary to enable it to make an informed decision with respect to the execution, delivery and performance of this Agreement and the transactions contemplated hereby. Purchaser has, to its knowledge, received all materials relating to the business of the SV Companies that it has requested and has been afforded the opportunity to obtain any additional information necessary to verify the accuracy of any such information or of any representation or warranty made by the Company or Seller herein or to otherwise evaluate the merits of the transactions contemplated hereby. To Purchaser's knowledge, Seller and the SV Companies have answered to Purchaser's satisfaction all inquiries that Purchaser and its representatives and advisors have made concerning the business of the SV Companies or otherwise relating to the transactions contemplated hereby.

6.8 Litigation. There is no Legal Proceeding pending or, to the knowledge of Purchaser, threatened against Purchaser, nor to the knowledge of Purchaser is there any pending investigation by any Governmental Body, which would give any third party the right to enjoin or rescind the transactions contemplated hereby or otherwise prevent Purchaser from complying with the terms and provision of this Agreement.

6.9 Solvency. Immediately after giving effect to the transactions contemplated hereby, assuming the satisfaction of the conditions to the Closing set forth in Section 8.1(a) and Section 8.1(b), at the Closing Purchaser and each of its Subsidiaries (including the SV Companies) shall be able to pay their respective debts as they become due and shall own property which has a fair saleable value greater than the amounts required to pay their respective debts (including a reasonable estimate of the amount of all contingent liabilities). Immediately after giving effect to the transactions contemplated hereby, assuming the satisfaction of the conditions to the Closing set forth in Section 8.1(a) and Section 8.1(b), at the Closing Purchaser and each of its Subsidiaries (including the SV Companies) shall have adequate capital to carry on

their respective businesses. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of Purchaser and each of its Subsidiaries (including the SV Companies).

6.10 Guarantee. Concurrently with the execution of this Agreement, Purchaser has caused the Guarantor to deliver to Seller a copy of the Guarantee duly executed by such Guarantor. The Guarantee has been duly executed by the Guarantor, and the Guarantee is in full force and effect and constitutes the valid and binding obligation of such Guarantor.

ARTICLE VII

COVENANTS

7.1 Contact with Customers and Suppliers. Notwithstanding anything to the contrary contained herein, prior to the Closing, without the prior written consent of Seller, which may be withheld for any reason, Purchaser shall not contact any suppliers to, or customers or other business relations of, any SV Company, other than in the ordinary course of its business and unrelated to the transactions contemplated hereby.

7.2 Conduct of the Business Pending the Closing.

(a) Prior to the Closing, except (i) as set forth on Schedule 7.2(a), (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement in connection with, or in furtherance of, the consummation of the transactions contemplated hereby (including, without limitation, the termination of the Credit Facilities and lawful dividends), or (iv) with the prior written consent (including by email) of Purchaser, the Company shall, and shall cause each Company Subsidiary to, conduct its business in the Ordinary Course of Business and shall use commercially reasonable efforts to preserve the present business operations, commercial relationships, organization and goodwill of the SV Companies. Prior to Closing, the Company, shall or shall cause one or more of the SV Companies to, pay the cash bonuses payable to Business Employees with respect to the year ended December 31, 2015.

(b) Prior to the Closing, except (i) as set forth on Schedule 7.2(b), (ii) as required by applicable Law, (iii) as otherwise expressly contemplated by this Agreement in connection with, or in furtherance of, the consummation of the transactions contemplated hereby (including, without limitation, the termination of the Credit Facilities and lawful dividends), or (iv) with the prior written consent (including by email) of Purchaser (which consent with respect to subsections (E), (F), (J), (L), (M)(ii), (O)(i) and, solely with respect to such subsections, (U), shall not be unreasonably withheld, delayed or conditioned), the Company shall not, and shall cause each Company Subsidiary not to:

A. other than as necessary to effect the Distribution, transfer, issue, sell or dispose of any shares of capital stock or other securities of any SV Company or grant options, warrants, calls or other rights to purchase or otherwise acquire shares of the capital stock or other securities of any SV Company;

B. effect any liquidation, dissolution, recapitalization, reclassification

or like change in the capitalization of any SV Company;

C. amend the certificate of incorporation or by-laws or similar Governing Documents of any SV Company;

D. subject to any Lien, any of the Assets (whether tangible or intangible) of any SV Company, except for Permitted Liens and Liens that will be released at or in connection with the Closing (including those related to Company Indebtedness);

E. other than sales of inventory in the Ordinary Course of Business, and except with respect to matters addressed in subsection (G) below, acquire any material properties or assets or sell, assign, license, transfer, convey, lease or otherwise dispose of any of the Assets of any SV Company (except for the purpose of disposing of obsolete or worthless Assets or to the extent such Assets are replaced with like Assets of equivalent value);

F. other than in the Ordinary Course of Business, cancel or compromise any material debt or claim or waive or release any material right of any SV Company;

G. enter into any commitment for capital expenditures of any SV Company in excess of $500,000 for any individual project or $2,000,000 in the aggregate, other than (i) as contemplated by the SV Companies' current budget or (ii) as expressly required by the Contracts with customers set forth on Schedule 7.2(b)(G);

H. implement or announce any (i) employee layoffs that could implicate the WARN Act or (ii) early retirement programs or other voluntary or involuntary employee termination programs;

I. cause or allow any SV Company to enter into or agree to enter into any merger or consolidation with any corporation or other entity, or acquire the securities of any other Person;

J. other than as required by applicable Law or the terms of a Company Benefit Plan in effect on the date hereof, and excluding actions with respect to any Management Transaction Bonus: (i) increase the compensation or other benefits payable or provided to any employee or other individual service provider who has an annual base salary above $200,000, other than in the Ordinary Course of Business, (ii) increase or accelerate the vesting or payment of the compensation or benefits payable or available to any employee or other individual service provider, (iii) enter into, amend, modify or terminate any Company Benefit Plan or any agreement, plan, policy or arrangement that, if entered into prior to the date hereof, would be a Company Benefit Plan, other than in the Ordinary Course of Business or as may be required by any Company Benefit Plan, (iv) terminate (other than for cause) any Business Employee who has a current employment agreement with an SV Company as set forth as Nos. 5-18 on Schedule 4.11(a) of the Disclosure Schedule, or (v) enter into any change in control, severance or retention agreement with any employee or other individual service provider, other than agreements terminable on no more than sixty (60) days' notice without penalty that are entered into in the Ordinary Course of Business;

K. change or adopt any method of Tax accounting, make or change any material, written Tax election, file any amended Tax Return, settle or compromise any Tax liability, claim or assessment, enter into any closing agreement with any Governmental Body with respect to Taxes, agree to an extension or waiver of the statute of limitations with respect to the assessment or determination of Taxes, surrender any right to claim a Tax refund, or file any Tax Return in a manner inconsistent with past practice;

L. commence, compromise or settle or take any material action with respect to any Legal Proceeding;

M. (i) make any investment in, or make any loan, advance or capital contribution to any Person (other than a SV Company (subject to subsection T below)); or (ii) incur or create, or offer to incur or create, any Company Indebtedness, in each case other than in the Ordinary Course of Business which will be paid off at the Closing;

N. make any material change to any accounting, underwriting, reinsurance, reserving, pricing, payment, collection, claims administration or credit (including in respect of the payment or receipt of premiums and commissions) principles, methods, practices, policies or guidelines or practices used by the SV Companies other than those required by changes in GAAP or SAP or by changes in applicable Law;

O. (i) enter into or terminate, or, other than in the Ordinary Course of Business and as would not have a materially adverse effect on the SV Companies, taken as a whole, modify or amend in any material respect, any Material Contract or any Contract that, if entered into prior to the date hereof, would be a Material Contract or (ii) enter into any Collective Bargaining Agreement or agreement with a works council or other union;

P. take any action (or fail to take any action) that could reasonably be expected to result in the loss, lapse, abandonment, invalidity or unenforceability of any of the Registered Intellectual Property;

Q. cause or allow any Policy to lapse or otherwise to terminate except as replaced by a substantially similar Policy providing substantially similar coverage;

R. abandon or terminate any Insurance License;

S. enter into any new line of business;

T. (i) operate outside of the Ordinary Course of Business in the SAP Subsidiaries' approach to their investments and intercompany transfers or (ii) contribute any capital or assets (other than Cash and Cash Equivalents) to any SAP Subsidiary; or

U. agree to do anything prohibited by this Section 7.2.

7.3 Regulatory Approvals.

(a) Upon the terms and subject to the conditions hereof, Purchaser, Seller and the SV Companies hereto shall as promptly as reasonably practicable (i) take, or cause to be

taken, all appropriate action and do, or cause to be done, all things necessary, proper or advisable under applicable Law or otherwise to consummate the transactions contemplated hereby, (ii) obtain from or provide to any Governmental Body or any other person all consents, licenses, permits, waivers, approvals, authorizations, notices or orders required to be obtained or made by Purchaser or the Company or any of their respective Affiliates and Subsidiaries in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (iii) make all necessary filings, and thereafter make any other required or requested submissions in connection therewith, with respect to this Agreement and the transactions contemplated hereby required under applicable Law; provided, however, that notwithstanding anything else set forth in this Agreement, Purchaser shall not be required to accept any Burdensome Condition imposed by any Governmental Body in connection with the approval of an Insurance Filing.

(b) Each party shall promptly upon request furnish to each other party all information required for any application or other filing to be made pursuant to any applicable Law in connection with the transactions contemplated by this Agreement. Each party shall (i) keep the other parties hereto informed of the status of the filings, consents and approvals pursuant to this Section 7.3, (ii) promptly inform the other parties hereto of any oral communication with, and provide copies of written communications with, any Governmental Body regarding any such filings or any such transaction and (iii) to the extent permitted by the applicable Governmental Body, give the other parties hereto prior written notice of the time and place of any meetings or other proceedings with any Governmental Body regarding any such filings or the transactions contemplated hereby and the opportunity for such other parties (and their representatives) to attend and participate in any such meetings or proceedings. Purchaser shall not be required to provide to Seller or the Company any information provided in or with any filing that Purchaser reasonably deems to be proprietary (including projections), confidential or personal information about Purchaser's security holders or their respective directors, officers or employees and for which Purchaser has requested confidential treatment from the applicable Governmental Body ("Withheld Material"); provided that in no event shall Withheld Material constitute information regarding the financing of the transactions contemplated by this Agreement or material changes to the business operations of the relevant SAP Subsidiary, its intercompany agreements or other structural changes material to the Applicable Department of Insurance's review.

(c) Without limiting the foregoing, Purchaser, Seller and the Company, as necessary, shall (i) make or cause to be made all filings required of each of them or any of their respective Subsidiaries or Affiliates under the HSR Act (but the parties shall not seek early termination of the applicable waiting period thereunder) or other Antitrust Laws with respect to the transactions contemplated hereby as promptly as practicable and, in any event, within fifteen (15) Business Days after the date of this Agreement in the case of all filings required under the HSR Act, (ii) comply at the earliest reasonably practicable date with any request under the HSR Act, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other United States federal or state or foreign Laws, Orders or administrative or judicial doctrines that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade (collectively, the "Antitrust Laws") for additional information, documents, or other materials received by each of them or any of their respective Subsidiaries from the FTC, the Antitrust Division of the United States

Department of Justice or any other Governmental Body in respect of such filings or such transactions, and (iii) cooperate with each other in connection with any such filing (including, to the extent reasonable to do so under the circumstances and permitted by applicable Law, providing copies of all such documents to the other party(ies) at least three (3) Business Days prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith) and in connection with resolving any investigation or other inquiry of any of the FTC, the Antitrust Division or other Governmental Body under any Antitrust Laws with respect to any such filing or any such transaction.

(d) Without limiting the foregoing, Purchaser shall (i) make or cause to be made the Form A Filings as promptly as practicable and, in any event, within fifteen (15) Business Days after the date of this Agreement and make or cause to be made the Non-SAP Subsidiary Insurance Filings as promptly as practicable and, in any event, within twenty-five (25) Business Days after the date of this Agreement, (ii) respond reasonably promptly to any request by the Applicable Department of Insurance or applicable Governmental Body for additional information, documents, or other materials (including supplements or amendments to the Insurance Filings) and (iii) cooperate with the SV Companies and Seller in connection with the Insurance Filings and each amendment or supplement thereto (including, to the extent permitted by applicable Law, subject to the last sentence of Section 7.3(b), providing copies of all such documents to Seller at least three (3) Business Days prior to filing and considering all reasonable additions, deletions or changes suggested in connection therewith), in connection with resolving any investigation or other inquiry of any Applicable Department of Insurance or applicable Governmental Body and in connection with any administrative hearing or meeting with any Applicable Department of Insurance or applicable Governmental Body. Purchaser's description of the Equity Financing and Debt Financing set forth in the Insurance Filings (as applicable) and each amendment or supplement thereto shall be consistent with the Commitment Letters. Purchaser shall provide Seller with copies of the Insurance Filings and each amendment or supplement thereto in final form upon the submission thereof to the Applicable Department of Insurance or applicable Governmental Body, subject to the last sentence of Section 7.3(b). If any Applicable Department of Insurance or applicable Governmental Body requires that a hearing be held in connection with any such filing or approval, Purchaser shall use its reasonable best efforts to arrange for such hearing to be held promptly after it receives notice that such hearing is required. Seller shall provide Purchaser with prompt notice of the receipt of any approval, consent or authorization of any Applicable Department of Insurance or applicable Governmental Body with respect to the Insurance Filings, and Purchaser shall provide Seller with prompt notice of Purchaser's receipt of any approval, consent, or authorization of any Applicable Department of Insurance or applicable Governmental Body with respect to the Insurance Filings.

(e) Without limiting the foregoing, the SV Companies, Seller, Purchaser and their respective Affiliates shall not extend any waiting period or comparable period under the HSR Act or other Antitrust Laws or enter into any agreement with any Governmental Body not to consummate the transactions contemplated hereby, except with the prior written consent of the other parties. Purchaser shall take any required action hereunder and consent to and comply with any limitation or condition imposed by any Governmental Body on its grant of any consent, license, permit, waiver, approval, authorization, notice or order necessary to consummate the transactions contemplated by this Agreement, in each case other than any action, limitation or

condition that, individually or in the aggregate, constitutes or would reasonably be expected to constitute a Burdensome Condition in connection with an Insurance Filing.

(f) Subject to the last sentence of Section 7.3(e), in the event any Legal Proceeding or investigation by any Governmental Body or other Person is commenced or threatened, under the Antitrust Laws or Applicable Insurance Codes or otherwise, that challenges or questions the validity or legality of the transactions contemplated hereby or seeks damages in connection therewith or if any Order (whether temporary, preliminary or permanent) is entered, enforced or attempted to be entered or enforced by any Governmental Body that would make consummation of the transactions contemplated hereby illegal or otherwise delay or prohibit the consummation of the transactions contemplated hereby, each party hereto and its Affiliates shall use reasonable best efforts to take any and all actions to contest and defend against any such Legal Proceeding or investigation to avoid entry of, or to have vacated, lifted, reversed, repealed, rescinded or terminated, any Order (whether temporary, preliminary or permanent) that prohibits, prevents or restricts consummation of the transactions contemplated hereby, unless and until a nonappealable final Order is issued or otherwise results.

(g) Purchaser shall pay all filing fees related to the filings under the HSR Act and the Insurance Filings. Purchaser shall promptly reimburse Seller and the SV Companies for any documented, reasonable out-of-pocket costs or expenses incurred by them in connection with any inquiries by, or negotiations with, a Governmental Body or any Legal Proceedings regarding any necessary approvals under the Antitrust Laws, including without limitation costs and expenses related to a "second request" under the HSR Act, and the Applicable Insurance Codes; provided, however, that Purchaser shall not be required to reimburse Seller and the SV Companies for any costs or expenses incurred by them in connection with Section 7.18(b).

7.4 Further Assurances. Purchaser, Seller and the Company shall use their reasonable best efforts to (i) take all actions necessary to consummate the transactions contemplated by this Agreement and (ii) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement, in each case, subject to the terms, conditions and performance standards contained in this Agreement; provided, however, that notwithstanding anything else set forth in this Agreement, Purchaser shall not be required to accept any Burdensome Condition imposed by any Governmental Body in connection with the approval of an Insurance Filing.

7.5 Confidentiality. Purchaser acknowledges that the information provided to it in connection with this Agreement and the transactions contemplated hereby is subject to the terms of the Confidentiality Agreement between Centerbridge Advisors III, LLC and the Company (referenced therein as "Project View") dated June 22, 2015 (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference. Effective upon, and only upon, the Closing Date or as provided in Section 9.2, the Confidentiality Agreement shall terminate.

7.6 Director and Officer Liability and Indemnification.

(a) For a period of six (6) years after the Closing, Purchaser will not, and will not permit any of the SV Companies to, amend, repeal or modify any provision in any of the SV Companies' Governing Documents relating to the exculpation, indemnification or advancement

of expenses of any officers and directors (each, an "D&O Indemnified Person") (unless to provide for greater exculpation or indemnification or unless required by Law), it being the intent of the parties that the officers and directors of the SV Companies will continue to be entitled to such exculpation, indemnification and advancement of expenses to the full extent of the Law.

(b) Prior to or simultaneously with the Closing, Purchaser will, or will cause the Company to, obtain, maintain and fully pay for irrevocable "tail" insurance policies naming the D&O Indemnified Persons as direct beneficiaries with a claims period of at least six (6) years from the Closing Date from an insurance carrier with the same or better credit rating as the Company's current insurance carrier with respect to directors' liability insurance in an amount and scope at least as favorable as the Company's existing policies with respect to matters existing or occurring at or prior to the Closing Date. Purchaser will not, or will cause the Company to not, cancel or change such insurance policies in any respect.

(c) In the event that all or substantially all of the stock or assets of any SV Company are sold, whether in one transaction or a series of transactions, then Purchaser will, and will cause each SV Company to, in each such case, ensure that the successors and assigns of any SV Company assume the obligations set forth in this Section 7.6. The provisions of this Section 7.6(d) will apply to all of the successors and assigns of any SV Company.

(d) The obligations under this Section 7.6 will not be terminated or modified in such a manner as to affect adversely any D&O Indemnified Person to whom this Section 7.6 applies without the consent of such affected D&O Indemnified Person. The provisions of this Section 7.6 are intended for the benefit of, and will be enforceable by (as express third-party beneficiaries), each current and former officer, director or similar functionary of any SV Company and his or her heirs and representatives, successors and assigns and are in addition to, and not in substitution for, any other rights to indemnification or contribution that any such person may have had by Contract or otherwise.

7.7 Public Announcements. Except to the extent required by Law, none of the SV Companies, Purchaser, or Seller shall issue, or cause to be issued, any press release or public announcement of any kind concerning the transactions contemplated hereby without the consent of the other parties hereto (which consent shall not be unreasonably withheld, conditioned or delayed); and in the event any such press release, public announcement or other disclosure is required by Law, the parties will consult prior to the making thereof and use their best efforts to agree upon a mutually satisfactory text. Notwithstanding anything to the contrary in this Agreement, (x) Nautic and its Affiliates may provide (a) financial results achieved by Nautic and its Affiliates with respect to their beneficial interest in the SV Companies, (b) a general description of the SV Companies (including their financial performance, and Nautic's and its Affiliates' investment and role therein) or (c) general information about the subject matter of this Agreement and the SV Companies (including their performance and improvements) in connection with Nautic's or its Affiliates' fund raising, marketing, informational or reporting activities, and (y) Purchaser and its Affiliates may provide (a) financial results achieved by Purchaser and its Affiliates with respect to their beneficial interest in the SV Companies, (b) a general description of the SV Companies (including their financial performance, and Purchaser's and its Affiliates' investment and role therein) or (c) general information about the subject matter of this Agreement and the SV Companies (including their performance and improvements) in

connection with Purchaser's or its Affiliates' fund raising, marketing, informational or reporting activities.

7.8 Access and Information.

(a) From the date of this Agreement until the Closing, subject to Section 7.1, Seller shall (i) afford Purchaser and its representatives reasonable access, during regular business hours and upon reasonable advance notice to Seller, to the SV Companies, to the Books and Records and to the employees specified by Seller in connection with each such visit; provided, however, access to such employees will only be available upon reasonable notice to Seller to the attention of Kirk Rothrock and at such times and places as Kirk Rothrock shall determine in his reasonable discretion. Any access shall be conducted (i) under the supervision of Seller's or its Affiliate's personnel, (ii) subject to all of the standard protocols and procedures of the SV Companies, including the requirement that visitors be escorted at all times, (iii) subject to any additional procedures required by any landlord, and (iv) in such a manner as does not unreasonably interfere with the normal operations of the SV Companies. All such access shall be at the risk of Purchaser and its representatives and agents. Purchaser acknowledges that it remains bound by the Confidentiality Agreement and that all information it obtains as a result of access under this Section 7.8(a) shall be subject to the Confidentiality Agreement.

(b) At the Closing, Seller shall cause all Books and Records in the possession of Seller or any of its Affiliates (other than the SV Companies) to be delivered to the SV Companies in the manner (and, in the case of physical Books and Records, at the location(s)) reasonably requested by Purchaser, in all cases to the extent not already held by any SV Company and located at an office occupied by any SV Company.

(c) Following the Closing and until the seventh (7th) anniversary of the Closing Date, Purchaser agrees to retain all Books and Records in existence on the Closing Date and to grant to Seller and its representatives during regular business hours and upon reasonable advance notice to Purchaser, the right, at the expense of Seller, (i) to inspect and copy such Books and Records and (ii) in such a manner as does not unreasonably interfere with the normal operations of the SV Companies, to have personnel of Purchaser made available upon reasonable advance notice to them or to otherwise cooperate to the extent reasonably requested by Seller in connection with (A) preparing and filing Tax Returns and/or any Tax inquiry, audit, investigation or dispute, or (B) any litigation, audit, dispute, claim or investigation that does not relate to the transactions contemplated by this Agreement. No such Books and Records shall be destroyed by Purchaser without first advising Seller in writing and giving Seller a reasonable opportunity to obtain possession thereof at Seller's expense.

7.9 Tax Matters.

(a) Tax Covenants.

(i) All transfer, documentary, sales, use, stamp, registration, value added, and other similar Taxes and fees (including any penalties and interest) incurred in connection with the transfer of the Shares (including any real property transfer Tax and any other similar Tax) shall be borne and paid 50% by Seller and 50% by Purchaser when due. Purchaser

shall, and shall cause the SV Companies to, at their own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

(ii) If not filed prior to the Closing Date, Purchaser shall prepare, or cause to be prepared, and file, or cause to be filed, all Tax Returns required to be filed by the SV Companies after the Closing Date with respect to (x) all Tax periods ending on or prior to the Closing Date (a "Pre-Closing Tax Period") and (y) all Tax periods that begin on or before and end after the Closing Date (a "Straddle Period"), in each case, the due date of which (including extensions of time to file) is after the Closing Date. Each such Tax Return shall be prepared in a manner consistent with past practice and without a change of any election or any accounting method, except as required by applicable Law. Each such Tax Return for Income Taxes shall be submitted by Purchaser to Seller (together with schedules, statements and, to the extent requested by Seller, supporting documentation) at least thirty-five (35) days before the due date (including extensions) of such Tax Return, and Purchaser shall make such reasonable revisions to such Tax Returns as Seller requests in writing to the extent not inconsistent with the standard set forth in the previous sentence.

(iii) Neither Purchaser nor any of its Affiliates shall (or shall cause or permit any SV Company to) amend, refile or otherwise modify any Tax Return relating in whole or in part to any SV Company with respect to any Pre-Closing Tax Period or any Straddle Period without the written consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed. Following the Closing Date, neither Purchaser nor any of its Affiliates shall cause or permit any SV Company to carry back from any taxable year or period (or portion thereof) beginning after the Closing Date to any taxable year or period (or portion thereof) ending on or before the Closing Date any income tax losses, credits or similar items attributable to any SV Company without the written consent of the Seller, which consent shall not be unreasonably withheld, conditioned, or delayed.

(iv) With respect to the preparation and filing of the Tax Returns under Section 7.9(a)(ii) with respect to Income Taxes, such Tax Returns shall reflect all applicable Transaction Tax Deductions in the portion of such Tax Returns ending on the Closing Date so long as it is more likely than not that such deductions are allowable on such Tax Returns and, for that purpose, the parties agree to make the safe-harbor election of Rev. Proc. 2011-29.

(v) In the event that any Tax benefit attributable to any Transaction Tax Deduction is not reflected as a reduction in a Tax liability in the final calculation of Tax Liability Amount used in determining the final Company Indebtedness calculated pursuant to Section 2.3, and it is established in accordance with the procedures set forth in this Section 7.9(a)(v) that any such Transaction Tax Deduction results in an actual reduction of the Income Taxes of the SV Companies, or Purchaser or any Affiliate or successor thereof for any Tax period (including, for the avoidance of doubt, by reason of a reduction in Tax or a refund for the Tax period in which such deduction is claimed, a carryback described in Section 7.9(c) to any prior Tax period, or a reduction resulting from a loss carryforward that includes a Transaction Tax Deduction) (each such reduction, a "Tax Reduction"), then Purchaser shall pay to Seller an amount equal to such Tax Reduction. For purpose of this Section 7.9(a)(v) a Tax Reduction will be deemed to be actually realized with respect to a taxable period if, and to the extent that, the

cumulative liability for Taxes of the SV Companies or Purchaser or any such Affiliate or successor thereof for such taxable period, calculated by excluding items attributable to Transaction Tax Deductions that are attributable to the SV Companies, exceeds the cumulative actual liability for Taxes of the SV Companies or Purchaser or any such Affiliate or successor thereof for such taxable period, calculated by taking into account items attributable to Transaction Tax Deductions that are attributable to the SV Companies; provided, however, that in making such determination a loss carryforward that includes a Transaction Tax Deduction shall be treated as being utilized (subject to limitations under applicable Tax Law) in creating such a Tax Reduction before any loss carryforward from a subsequent Tax year or other period is treated as being so utilized. On the due date for filing the Tax Return (after taking into account extensions) for any taxable year or period in which a Tax Reduction occurs, Purchaser shall pay to Seller the amount of the Tax Reduction for such taxable year or period. Seller shall repay to Purchaser any Tax Reduction previously paid to Seller by Purchaser to the extent the Tax benefit attributable to the relevant Transaction Tax Deduction is subsequently disallowed by the relevant Tax authority. To the extent that, after any such repayment, the relevant Transaction Tax Deduction subsequently produces a Tax Reduction (established in accordance with the above procedures), such Tax Reduction shall be governed by this Section 7.9(a)(v). For purposes of clarity, the Seller shall not be entitled to a duplicative recovery for any single Tax Reduction pursuant to this Section 7.9(a)(v) and Sections 7.9(c) or (g).

(b) Termination of Existing Tax Sharing Agreements. Except for any existing Tax sharing agreements exclusively between or among the SV Companies, any and all existing Tax sharing agreements binding upon the SV Companies shall be terminated as of the Closing Date and none of the SV Companies shall have any further rights or liabilities thereunder following such termination.

(c) Carrybacks. In connection with the preparation of Tax Returns under Section 7.9(a)(ii), if requested by the Seller to the Purchaser in writing, the SV Companies shall elect to carry back any item of loss, deduction or credit from the tax period ending on the Closing Date to prior taxable years to the fullest extent permitted by law (using any available short-form or accelerated procedures (including filing IRS Form 1139 and any corresponding form for applicable state, local and foreign tax purposes) and filing amended Tax Returns to the extent necessary) to obtain any potential Tax refunds related thereto. The Purchaser shall, if requested by the Seller, undertake to carry back to a Pre-Closing Tax Period any item of loss, deduction or credit resulting from the Transaction Tax Deductions in order to obtain any Tax refund.

(d) Cooperation. Purchaser and Seller shall reasonably cooperate, and shall cause their respective Affiliates, agents, auditors, representatives, officers and employees reasonably to cooperate, in preparing and filing all Tax Returns, including maintaining and making available (at the sole cost and expense of the requesting party) to each other all records necessary in connection with Taxes and with respect to any claim with respect to the Taxes of the SV Companies, which cooperation shall include but not be limited to (i) providing all relevant information that is available to Purchaser and/or the SV Companies, as the case may be, with respect to such Tax claim; (ii) making personnel available at reasonable times; and (iii) preparation of responses to requests for information; provided, that the foregoing shall be done in a manner so as to not unreasonably interfere with the conduct of business by Purchaser, the SV

Companies or any of their Affiliates, as the case may be. None of Purchaser, the SV Companies or any of their Affiliates shall dispose of any Tax Returns, Tax schedules, material Tax work-papers or any material books or records with respect to the SV Companies unless it first offers in writing to Seller the right to take possession of such materials at Seller's sole expense and Seller fails to accept such offer within fifteen (15) days of the offer being made. Any information obtained under this Section 7.9(d) shall be kept confidential, except as may be otherwise necessary in connection with the filing of Tax Returns or claims with respect to any Tax.

(e) Tax Elections. Except as contemplated hereunder, Purchaser shall not, without the prior consent of Seller (which consent shall not be unreasonably withheld, conditioned or delayed), make, or cause or permit to be made, any Tax election, or adopt or change any method of accounting that would affect Seller or any SV Company for any period or portion thereof ending on or prior to the Closing Date.

(f) No 338 Election. Purchaser shall not make any election under Section 338 of the Code (or any similar provision under state, local, or foreign Law) with respect to the acquisition of any SV Company.

(g) Tax Refunds. Upon the receipt thereof (including any refund of estimated Income Tax with respect to any SV Company for the period (or portion thereof) ending on the Closing Date), Purchaser shall promptly forward to Seller any refund (whether direct or indirect through a right of setoff or credit) of Taxes of any SV Company, and any interest received thereon, with respect to any taxable year or period (or portion thereof) ending on or before the Closing Date to the extent (A) attributable to Taxes paid by the SV Companies prior to the Closing Date, (B) a Tax reflected as a liability in the final calculation of Tax Liability Amount used in determining the final Company Indebtedness, (C) a Tax reflected as a liability in the final calculation of Closing Working Capital or (D) a Tax with respect to which the Seller has indemnified the Purchaser pursuant to Section 10.1 (in each case, less any Taxes, costs and expenses incurred with respect to the receipt of such Tax refund by such SV Company).

(h) Consolidated Group Issues. Purchaser and Seller intend that the SV Companies will join Purchaser's U.S. consolidated Tax group upon Purchaser's acquisition of the Shares and as a result the Tax year of the SV Companies will end for U.S. federal income tax purposes on the Closing Date. Seller and Purchaser agree that the U.S. federal income Tax Return of the SV Companies for such taxable period ending on the Closing Date shall be prepared in accordance with Treasury Regulations Section 1.1502-76(b)(1)(ii) and that (x) none of Purchaser, Seller, any SV Company or any of their respective Affiliates shall make a ratable allocation election under Treasury Regulations Section 1.1502-76(b)(2) or any analogous provision of state, local or foreign Law, and (y) in accordance with Treasury Regulations Section 1.1502-76 and any analogous provision of state, local or foreign Law, any Tax imposed with respect to any transaction not within the ordinary course of business that Purchaser or any of its Affiliates (including, after the Closing, any SV Company) causes to occur on the Closing Date after the Closing shall be the responsibility of Purchaser and shall be allocable to the taxable period (or portion thereof) beginning after the Closing Date for all purposes of this Agreement.

7.10 Acquisition Proposals.

(a) From the date of this Agreement through the earlier of the termination of this Agreement pursuant to ARTICLE IX and the Closing, as applicable, Seller shall not and shall cause each of the SV Companies and its and their Affiliates and representatives not to, directly or indirectly (except with respect to Purchaser and its Affiliates and pursuant to the Distribution), solicit or invite any inquiries, proposals or indications of interest, or enter into any discussions, negotiations, understandings, arrangements or Contracts relating to the direct or indirect disposition, whether by sale, merger or otherwise, of any capital stock of the SV Companies or all or any material portion of the SV Companies' respective businesses or assets.

(b) From the date of this Agreement through the earlier of the Closing Date and the date of termination of this Agreement pursuant to ARTICLE IX, as applicable, Seller shall, and shall cause the SV Companies and its and their Affiliates and representatives to, cease and terminate immediately any existing discussions or negotiations with respect to or in furtherance of any transaction described in clause (a) above.

7.11 No Other Representations or Warranties.

(a) Notwithstanding anything contained in this Agreement to the contrary, Purchaser acknowledges and agrees that the SV Companies and Seller are not making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Company in Article IV (as modified by the Disclosure Schedules hereto), those expressly given by Seller in Article V (as modified by the Disclosure Schedules), and those expressly given by the Company and Seller pursuant to the Bringdown Certificate. Any claims Purchaser may have for breach of representation or warranty shall be based solely on the representations and warranties of the Company set forth in Article IV (as modified by the Disclosure Schedules hereto), the representations and warranties of Seller set forth in Article V (as modified by the Disclosure Schedules hereto), and the representations and warranties of the Company and Seller set forth in the Bringdown Certificate. Purchaser acknowledges and agrees that none of the SV Companies, nor Seller or any of their respective Affiliates nor any other Person has made, and Purchaser is not relying on, any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the SV Companies, or the transactions contemplated by this Agreement that is not expressly set forth in Article IV (as modified by the Disclosure Schedules hereto), Article V (as modified by the Disclosure Schedules), or in the Bringdown Certificate. None of the SV Companies, nor Seller, any of their respective Affiliates or any other Person will have or be subject to any liability to Purchaser or any other Person resulting from the distribution to Purchaser or its representatives of or Purchaser's use of, any such information that is not expressly set forth in Article IV (as modified by the Disclosure Schedules hereto), Article V (as modified by the Disclosure Schedules), or in the Bringdown Certificate, including any confidential memoranda distributed on behalf of Seller or the SV Companies relating to the SV Companies or other publications, representations, warranties, forecasts, statements or information, including any information provided in a "data room", "management presentation", "break-out session" or otherwise to Purchaser or its Affiliates or representatives, or any other document or information in any form provided to Purchaser or its representatives in connection with the Share Sale and the other transactions contemplated hereby. Purchaser acknowledges and agrees that the representations and warranties made by the Company in Article IV (as modified by the Disclosure Schedules hereto), Seller in Article V (as modified by the Disclosure Schedules), and the Company and Seller pursuant to the Bringdown

Certificate supersede, replace and nullify in every respect all other information, whether written or oral, made available to Purchaser, its Affiliates or its representatives. All representations and warranties set forth in this Agreement are contractual in nature only and subject to the sole and exclusive remedies set forth herein. The parties have agreed that should any representations and warranties of any party in this Agreement, the Bringdown Certificate or the certificate delivered by Purchaser pursuant to Section 8.2(c) prove untrue, the other party shall, subject to Article X of this Agreement, have the specific rights and remedies herein specified as the exclusive remedy therefor, but that no other rights, remedies or causes of action (whether in law or in equity or whether in contract or in tort) are permitted to any party hereto as a result of the untruth of any such representation and warranty. PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE COMPANY AND SELLER SET FORTH IN ARTICLE IV AND ARTICLE V, AND IN THE BRINGDOWN CERTIFICATE, NONE OF THE COMPANY, SELLER OR ANY OTHER PERSON (INCLUDING, ANY STOCKHOLDER, MEMBER, OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF ANY OF THE FOREGOING, WHETHER IN ANY INDIVIDUAL, CORPORATE OR ANY OTHER CAPACITY) IS MAKING, AND PURCHASER IS NOT RELYING ON, ANY REPRESENTATIONS, WARRANTIES, OR OTHER STATEMENTS OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER CONCERNING THE SV COMPANIES, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO (OR OTHERWISE ACQUIRED BY) PURCHASER OR ANY OF PURCHASER'S REPRESENTATIVES.

(b) No past, present or future director, officer, employee, incorporator, member, manager, partner, stockholder, Affiliate, agent, attorney or representative of the SV Companies, Seller or any of their respective Affiliates (including Nautic or any of its Affiliates) or any successor or assign thereof (collectively, excluding Seller and the SV Companies, the "Equityholder Parties"), will have or be subject to any liability or indemnification obligation (whether in contract or in tort) to Purchaser or any other Person resulting from (nor will Purchaser have any claim with respect to) (i) the distribution to Purchaser, or Purchaser's use of, or reliance on, any information, documents, projections, forecasts or other material made available to Purchaser in certain "data rooms," confidential information memoranda or management presentations in expectation of, or in connection with, the transactions contemplated by this Agreement, or (ii) any claim based on, in respect of, or by reason of, the Share Sale or with respect to the pre-Closing conduct of the SV Companies, including, without limitation, any alleged non-disclosure or misrepresentations made by any such Persons, in each case, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise.

(c) In connection with the investigation by Purchaser of the SV Companies, Purchaser has received or may receive from the SV Companies certain projections, forward-looking statements and other forecasts and certain business plan information. Purchaser acknowledges that there are uncertainties inherent in attempting to make such estimates, projections and other forecasts and plans, that Purchaser is familiar with such uncertainties, that Purchaser is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections and other forecasts and plans so furnished to it (including

the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans), and that Purchaser will have no claim against anyone with respect thereto. Accordingly, Purchaser acknowledges that, except for the representations and warranties of the Company and Seller in Article IV and Article V and in the Bringdown Certificate, neither the Company, Seller, nor any Equityholder Party, whether in an individual, corporate or any other capacity, make any representation, warranty, or other statement with respect to, and Purchaser is not relying on, such estimates, projections, forecasts or plans (including the reasonableness of the assumptions underlying such estimates, projections, forecasts or plans), and Purchaser agrees that it has not relied thereon.

(d) Nothing in this Section 7.11 or elsewhere in this Agreement will limit claims or remedies for Fraud.

7.12 WARN Act. In any termination or layoff of any Business Employee by Purchaser or the SV Companies on or after the Closing, Purchaser and the SV Companies will comply fully, if applicable, with the WARN Act and all other applicable Laws, including those prohibiting discrimination and requiring notice to employees. Purchaser shall not, and shall cause the SV Companies not to, at any time prior to sixty (60) days after the Closing Date, effectuate a "plant closing" or "mass layoff" as those terms are defined in the WARN Act affecting in whole or in part any facility, site of employment, operating unit or employee of the SV Companies without complying fully with the requirements of the WARN Act. Purchaser and the SV Companies will bear the cost of compliance with (or failure to comply with) any such Laws.

7.13 Release.

(a) Effective as of the Closing Date, each of Purchaser and the SV Companies (each a "Releasor"), on behalf of itself and the SV Companies' and Purchaser's controlled Affiliates, representatives, successors and assigns, hereby releases, acquits and forever discharges, to the fullest extent permitted by law, Seller and each of the Equityholder Parties (each a "Releasee") of, from and against any and all actions, causes of action, claims, demands, damages, judgments, debts, dues and suits of every kind, nature and description whatsoever (collectively "Actions") which such Releasor or its heirs, legal representatives, successors or assigns ever had, now has or may have on or by reason of any matter, cause or thing whatsoever, arising out of or relating to any circumstance, agreement, activity, action, omission, event or matter related to the SV Companies or the transactions contemplated by this Agreement occurring or existing, in each case, prior to the date of the Closing whether known or unknown, other than in respect of Fraud and Actions with respect to any rights or claims of Purchaser under this Agreement, any Company Document or any Seller Document (collectively, "Released Actions"). Each Releasor agrees not to, and agrees to cause its respective Affiliates and Subsidiaries not to, assert any Released Action against any Releasee.

(b) Except for this Agreement, the Company Documents and the Seller Documents, prior to the Closing Date, all Contracts and liabilities or obligations between any SV Company, on the one hand, and Seller or any of its Affiliates (including, for the avoidance of doubt, Nautic, but excluding any liabilities or obligations owing to any Business Employee in such capacity), on the other hand, shall be settled and terminated without any further force and

effect, and there shall be no further liabilities or obligations of any SV Company thereunder. Effective as of the Closing Date, Seller, on behalf of itself and its Affiliates, legal representatives, successors and assigns, hereby releases, acquits and forever discharges, to the fullest extent permitted by law, Purchaser, all SV Companies and each of their current officers and directors and each other Purchaser Group Member (the "Purchaser Related Parties") of, from and against any and all Actions which Seller, its Affiliates or their heirs, legal representatives, successors or assigns ever had, now has or may have on or by reason of any matter, cause or thing whatsoever, arising out of or relating to any circumstance, agreement, activity, action, omission, event or matter related to the SV Companies or the transactions contemplated by this Agreement occurring or existing, in each case, prior to the date of the Closing whether known or unknown, other than Actions with respect to (i) any rights or claims of Seller under this Agreement, any Company Document, or any Seller Document, (ii) any rights pursuant to or referenced in Section 7.6, or (iii) any rights of Business Employees in that capacity (collectively, "Purchaser Released Actions"). Seller agrees not to, and agrees to cause its respective Affiliates not to, assert any Purchaser Released Action against the Purchaser Related Parties.

7.14 Financing.

(a) Purchaser acknowledges and agrees that Seller, the SV Companies and their Affiliates and their respective representatives shall not have any responsibility for, or incur any liability to any Person under, the Financing or any cooperation provided pursuant to this Section 7.14 (except to the extent that any of them are parties to the definitive documents for the Financing executed on and after the Closing) and that Purchaser shall indemnify and hold harmless Seller, the SV Companies, their respective Affiliates and their respective directors, officers, employees and agents from and against any and all claims, costs, liabilities, obligations, losses, damages, expenses and fees (including without limitation, reasonable attorneys' fees and expenses) suffered or incurred by any of them in connection with their assistance provided pursuant to Section 7.14(e), except to the except resulting from the Company's or Seller's Fraud.

(b) Prior to the Closing Date, Purchaser shall use its reasonable best efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to arrange and obtain the proceeds of the Financing on the terms and conditions described in the Commitment Letters (including, as necessary, agreeing to any requested changes to the commitments under the Debt Commitment Letter(s) in accordance with any "flex" provisions contained in the related fee letter(s)), including using its reasonable best efforts to: (i) enter into the Debt Financing Documents on the terms and conditions contained in the Commitment Letters (including, as necessary, the "market flex" provisions contained in the related fee letter(s)) with such modifications to such terms as may be agreed provided that such modifications do not change the conditions to funding, reduce the aggregate amount of proceeds from the Financing available to be funded on the Closing Date or adversely affect the ability of Purchaser to contemplate the transactions contemplated hereby, (ii) maintain in effect the Debt Financing, (iii) comply with its obligations in the Commitment Letters, and (iv) cause (including through enforcement action to the extent necessary) the Financing Sources to fund the Financing at or prior to the Closing. In the event that all conditions contained in the Debt Commitment Letters (other than the availability of the Equity Financing) have been satisfied (or upon such funding will be satisfied), Purchaser shall comply with its obligations under the Debt

Commitment Letters and, subject to the terms and conditions of the Debt Commitment Letters, consummate the Debt Financing at the Closing. The definitive agreements entered into in connection with the Debt Commitment Letter(s) pursuant to the immediately preceding sentence are referred to herein, collectively, as the "Debt Financing Documents".

(c) Purchaser shall not, without the prior written consent of Seller, permit or consent to any amendment, supplement or modification to be made to the Commitment Letters if such amendment, supplement or modification would reasonably be expected to (A) impose new or additional conditions precedent to the funding of the Financing on the Closing Date that are not contained in the Commitment Letters as in effect on the date hereof, or adversely amend or expand upon the Financing Conditions set forth in the Commitment Letters as in effect on the date hereof, (B) reduce the aggregate amount of the Financing below the amounts required by Purchaser to consummate the transactions contemplated by this Agreement or (C) otherwise prevent, impede or delay in any material respect the consummation of the Closing. Purchaser shall not release or consent to the termination of the obligations of lenders and other persons under the Commitment Letters, other than in connection with Purchaser's pursuit of alternative financing pursuant to Section 7.14(d) and except for assignments and replacements of lenders in accordance with the terms of the Debt Commitment Letter(s). For the avoidance of doubt, nothing herein shall prevent Purchaser from replacing or amending the Debt Commitment Letters in order to add lead arrangers, bookrunners, syndication agents or similar entities which have not executed the Debt Commitment Letters as of the date hereof or as required pursuant to the market flex provisions in the fee letters as an addition to or replacement of the Persons who have executed the Debt Commitment Letters as of the date hereof. For purposes of this Agreement, references to the "Debt Commitment Letter(s)" shall include such document(s) as permitted or required by this Section 7.14 to be amended, modified or waived, in each case from and after such amendment, modification or waiver. Purchaser shall keep Seller reasonably informed on a reasonably current basis of the status of its efforts to arrange the Financing.

(d) In the event that any portion of the Debt Financing becomes unavailable in the manner or from the sources contemplated in the Debt Commitment Letter and such portion is reasonably required to consummate the transactions contemplated by this Agreement, (i) Purchaser shall promptly (and in any event within two (2) Business Days) so notify Seller and (ii) Purchaser shall use its reasonable best efforts to arrange and obtain, and to negotiate and enter into definitive agreements with respect to alternative financing from the same or alternative financial institutions in an amount sufficient to consummate the transactions contemplated hereby on terms materially no less favorable, in the aggregate, than the unavailable Debt Financing as promptly as practicable following the occurrence of such event (and in any event no later than the Closing Date). Purchaser shall (A) furnish Seller complete, correct and executed copies of any alternative financing commitments or agreements promptly upon their execution (provided, that provisions in such fee letter related solely to fee amounts, other economics or "flex" provisions may be redacted, so long as the redacted provisions do not reduce the amount of the Debt Financing to be funded at Closing or modify the conditions precedent to the funding of the Debt Financing), (B) give Seller prompt notice of any breach of which Purchaser is or becomes aware by any party of any of the Commitment Letters, the Debt Financing Documents or any alternative financing commitment, or any termination or threatened in writing termination thereof, and (C) otherwise keep Seller reasonably informed of the status of its efforts to arrange the Financing (or any alternative financing). For purposes of this Agreement, in the event that

Purchaser enters into alternative financing arrangements as contemplated by this Section 7.14(d), references to the "Debt Commitment Letter", "Debt Financing Source" and "Debt Financing" shall be deemed automatically modified to refer to the relevant documents, Persons and transactions which are part of such alternative financing arrangements.

(e) Subject to Section 7.14(a), the Company shall, and shall cause its Subsidiaries, its officers, directors and employees, and the officers, directors and employees of its Subsidiaries, and shall use its reasonable best efforts to cause its independent accountants to, at Purchaser's sole expense, (x) use reasonable best efforts to cooperate in connection with the arrangement of the Financing (or alternative financing, as the case may be) as is customary and may be reasonably requested by Purchaser (provided that such requested cooperation, including as set forth in the clauses below, does not unreasonably interfere with the ongoing operations of the SV Companies), including reasonable best efforts with respect to (i) participating in a reasonable number of meetings, drafting sessions, presentations (including without limitation, marketing or similar presentations, and lender and other investor presentations) and sessions with rating agencies and road shows at mutually agreed upon locations and times, including in each case direct contact between senior management of the SV Companies, on the one hand, and the Financing Sources and potential lenders or investors in the Debt Financing and otherwise reasonably cooperating with the marketing efforts of Purchaser and the Debt Financing Sources for the Debt Financing in each case with reasonable advance notice; (ii) assisting in preparing offering and information memoranda, rating agency presentations, lender and investor presentations, private placement memoranda, prospectuses and similar documents required in connection with the Debt Financing (including such other pertinent and customary information regarding the SV Companies, and any supplements thereto, as may be reasonably requested by Purchaser in connection with the Financing) (collectively, "Offering Materials"), executing and delivering customary authorization and representation letters in connection with such Offering Materials and identifying any information in the Offering Materials that would constitute material non-public information if the Company were a public company; (iii) reasonably facilitating the pledging of collateral on the Closing Date with respect to any pledge that becomes effective on or after Closing; (iv) obtaining a certificate of the chief financial officer of the Company in the form attached to the Debt Commitment Letter with respect to solvency matters; (v) furnishing Purchaser and the Financing Sources at least five (5) Business Days prior to the Closing Date with all documentation and other information required by Governmental Bodies with respect to the Debt Financing under applicable "know your customer" and anti-money laundering rules and regulations, including pursuant to the requirements of the USA Patriot Act (title III of Pub. L. 107-56 (signed into law October 26, 2001) but in each case solely relating to the SV Companies); (vi) facilitating the execution and delivery of the Debt Financing Documents as may be reasonably requested by Purchaser; (vii) using commercially reasonable efforts to ensure that the Debt Financing Sources benefit from existing lending relationships of the SV Companies; (viii) obtaining all required Payoff Letters reasonably requested by Purchaser; and (ix) obtaining lien releases and insurance certificates and endorsements at the expense of and as reasonably requested by Purchaser; and (y) promptly and timely deliver all Required Information to Purchaser and its Financing Sources requested by Purchaser. Notwithstanding anything in this Agreement to the contrary, none of the SV Companies or representatives shall be required to pay any commitment or other similar fee or enter into any definitive agreement or incur any other liability or obligation in connection with the Financing (or any alternative financing) prior to the Closing Date or be required to pass resolutions or

consents to approve or authorize the execution, delivery or performance under any agreement with respect to the Financing prior to the Closing Date. Nothing in this Section 7.14(e) shall require such cooperation of any of the SV Companies to the extent it would (i) cause any condition to Closing set forth in Article VIII of this Agreement to fail to be satisfied or otherwise cause any breach of this Agreement, (ii) require any of the SV Companies to take any action that would conflict with or violate any of their Governing Documents or Law or result in a violation or breach of, or default under, any Material Contract, or (iii) result in any officer or director of the SV Companies incurring any personal liability with respect to any matters relating to the Financing. Further, nothing in this Section 7.14(e) shall require Seller or the Company to waive any term or condition of this Agreement. The Company hereby consents to the use of all of its and its Subsidiaries' logos in connection with the Debt Financing; provided that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage the Company or its Subsidiaries or the reputation or goodwill of any of the SV Companies. Notwithstanding any other provision set forth herein, the Company agrees that Purchaser may share non-public or confidential information regarding the Company and its business with the Financing Sources, and that such Financing Sources may share such information with potential financing sources in connection with any marketing efforts (including any syndication) in connection with the Debt Financing, provided that (i) the recipients of such information agree to customary confidentiality arrangements and (ii) Purchaser will be responsible for any actions (or inactions) by such recipients that would be deemed a breach of the Confidentiality Agreement as if Purchaser had so acted (or not acted). Purchaser shall promptly reimburse the Company for any out-of-pocket expenses and costs incurred in connection the SV Companies' obligations under this Section 7.14(e).

(f) Notwithstanding anything to the contrary in this Section 7.14, nothing in this Section 7.14 shall be construed in any event to condition the obligations of Purchaser to effect the Closing on the receipt of the Financing contemplated by the Commitment Letters.

7.15 280G Matters. In no event later than two (2) Business Days prior to the Closing Date, the Company shall solicit and use its reasonable efforts to obtain stockholder approval satisfying the requirements of Section 280G(b)(5) of the Code and Treasury Regulation Section 1.280G-1 (including the requirement that direct or indirect (as applicable) stockholders receive adequate disclosure of all material facts concerning all payments which would be "parachute payments" with respect to each "disqualified individual") of any and all payments to any service provider who is a "disqualified individual" (within the meaning of Section 280G of the Code) that would be treated as "parachute payments" within the meaning of Section 280G of the Code and the Treasury Regulations promulgated thereunder ("280G Vote"). To the extent that any "disqualified individual" has the right to receive payments that could constitute "parachute payments," the Company shall obtain waivers of such rights prior to soliciting the vote described in the immediately preceding sentence such that the vote shall determine each "disqualified individual's" right to the payment, and, to the extent such waived payments are not approved pursuant to the vote described in the immediately preceding sentence, such payments shall not be made or provided. At least five (5) Business Days prior to obtaining any waiver or soliciting direct or indirect (as applicable) stockholder approval, the Company shall provide Purchaser with copies of all Section 280G-related documents, including, without limitation, any Section 280G analysis prepared by the Company, the stockholder disclosure statement, waivers and stockholder consents, for Purchaser's review and approval (which approval shall not be

unreasonably withheld or delayed) and shall accept all reasonable comments made thereto by Purchaser.

7.16 No Control of Other Party's Business. Except as set forth in this Agreement, nothing shall give Purchaser, directly or indirectly, the right to control or direct the SV Companies' business or operations prior to the Closing and, prior to the Closing, the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and the Company Subsidiaries' respective operations.

7.17 Change of Name. Subject to the rights of Seller and its Affiliates contained in Section 7.7, Seller agrees that from and after the Closing Date it will not use (and it will prevent its Affiliates from using) (i) the name "Superior Vision" or any other name used by any of the SV Companies, (ii) any translations, transliterations, adaptations, derivations, acronyms, variations, insignias, designations, or combinations of any name referenced in (i), or (iii) any name likely to cause confusion with or dilute any of the names referenced in (i) or (ii). In furtherance of the foregoing, as soon as practicable after the Closing Date but no later than sixty (60) days following the Closing Date, Seller shall change its corporate name and any "d/b/a" of it to "SV Holding Company, LLC".

7.18 Cash Sweep; Surplus Cash; Restricted Cash.

(a) On or prior to the Closing Date, the Company shall or shall cause the other SV Companies (other than the SAP Subsidiaries) to (i) pay, Company Indebtedness in an amount such that, after giving effect to such payment, Closing Cash equals approximately $1,000,000 and (ii) otherwise use commercially reasonable efforts to cause Closing Cash not to exceed $1,000,000.

(b) Prior to the Closing, Seller and the Company shall (i) use reasonable best efforts to seek approval from all applicable Governmental Bodies to cause each SAP Subsidiary to declare and pay and (ii) if such approval is received, cause each SAP Subsidiary to declare and pay, in each case on or prior to the Closing, one or more dividends (extraordinary or otherwise) to any of the SV Companies (other than the SAP Subsidiaries) in cash of any Surplus Cash, which cash will be used to pay Company Indebtedness.

(c) In the event that the amount of Cash and Cash Equivalents of any SAP Subsidiary, as of the Adjustment Time, is less than the amounts described in clauses (i) and (ii) of the definition of "Restricted Cash" with respect to such SAP Subsidiary, then the Purchase Price payable by Purchaser hereunder shall, in each such case, be reduced by such amount.

7.19 Notice of Breach. Prior to the Closing, each of Seller and the Company, on the one hand, and Purchaser, on the other hand, shall promptly notify the other of the occurrence, to the Knowledge of the Company or to the knowledge of Purchaser, as applicable, of: (a) any event that would be reasonably likely to result in any of the conditions set forth in Section 8.2 (in the case of any notice required to be made by Purchaser to Seller or the Company) or Section 8.1 (in the case of any notice required to be made by Seller or the Company to Purchaser) not being fulfilled, or not being capable of being fulfilled by the Outside Date; (b) any written notice received by such party from a Governmental Body seeking to restrain or prohibit the transactions

contemplated by this Agreement; or (c) the commencement of any Legal Proceeding against such party or any of its Affiliates that, if decided against such Person, would adversely affect the ability of such party to consummate the transactions contemplated by this Agreement. The delivery of any notice pursuant to this Section 7.19 shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice. A breach of this Section 7.19 shall not be considered for purposes of determining the satisfaction of the conditions set forth in Article VIII, give rise to a right of termination or give rise to a right to indemnification under this Agreement if the matter with respect to which notice was required to be provided under this Section 7.19 would not result in the failure of the conditions set forth in Section 8.1 or Section 8.2, as applicable, to be fulfilled, the right to terminate this Agreement or the right to obtain indemnification, as the case may be.

ARTICLE VIII

CONDITIONS TO CLOSING

8.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment as of the Closing of each of the following conditions (any or all of which may be waived in writing by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) (i) the Fundamental Representations (other than the representations and warranties in Section 4.8 (Taxes)) and the representations and warranties in Section 5.6 (Litigation) (in each case, without taking into account any "Material Adverse Effect" or other materiality or similar (but not knowledge) qualifications) shall be true and correct in all material respects, without taking into consideration any notice delivered pursuant to Section 7.19, at and as of the Closing, as if made on the Closing Date and the Closing Date were substituted for the date of this Agreement throughout such representations and warranties (except for those representations and warranties that address matters as of any other particular date, in which case such representations and warranties shall have been true and correct as of such particular date) and (ii) the other representations and warranties of the Company set forth in Article IV and Seller set forth in Article V (in each case, without taking into account any "Material Adverse Effect" or other materiality or similar (but not knowledge) qualifications) shall be true and correct in all respects, without taking into consideration any notice delivered pursuant to Section 7.19, at and as of the Closing, as if made on the Closing Date and the Closing Date were substituted for the date of this Agreement throughout such representations and warranties (except for those representations and warranties that address matters as of any other particular date, in which case such representations and warranties shall have been true and correct as of such particular date), except to the extent that the failure of such representations and warranties in this clause (ii) to be true and correct has not caused, individually or in the aggregate, a Material Adverse Effect;

(b) Seller and the Company shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing Date;

(c) Each of the Company and Seller shall have delivered to Purchaser an Officer's Certificate of the Company and Seller, as applicable, certifying that the conditions set

forth in Section 8.1(a), Section 8.1(b) and Section 8.1(i) have been met (collectively, the "Bringdown Certificate");

(d) There shall not be in effect any Order by a Governmental Body of competent jurisdiction, and there shall not be any applicable Law enacted, entered, promulgated, enforced or issued, in each case restraining, enjoining or otherwise prohibiting the consummation of the Share Sale;

(e) The waiting period applicable to the transactions contemplated by this Agreement under the HSR Act shall have expired or have otherwise been terminated;

(f) The approval of each Form A Filing by the Applicable Department of Insurance and each Insurance Filing shall have been obtained and be in full force and effect, in each case without the imposition of a Burdensome Condition;

(g) The Company or Seller shall have made, or caused to have been made, the deliveries contemplated by Section 3.2;

(h) The Payoff Letters shall have been executed and delivered to Purchaser; and

(i) No Material Adverse Effect shall have occurred since the date of this Agreement and be continuing.

If the Closing occurs, all Closing conditions set forth in this Section 8.1 that have not been fully satisfied as of the Closing shall be deemed to have been waived by Purchaser.

8.2 Conditions Precedent to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment at the Closing of each of the following conditions (any or all of which may be waived in writing by Seller in whole or in part to the extent permitted by applicable Law):

(a) The representations and warranties of Purchaser contained in this Agreement (in each case, without taking into account any materiality or similar (but not knowledge) qualifications) shall be true and correct at and as of the Closing, as if made on the Closing Date and the Closing Date were substituted for the date of this Agreement throughout such representations and warranties (except for those representations and warranties that address matters as of any other particular date, in which case such representations and warranties shall have been true and correct as of such particular date), except to the extent that the failure of such representations and warranties to be true and correct has not caused a material adverse effect on the ability of Purchaser to consummate the transactions hereunder;

(b) Purchaser shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date;

(c) Purchaser shall have delivered to Seller an Officer's Certificate of Purchaser certifying that the conditions set forth in Section 8.2(a) and Section 8.2(b) have been met;

(d) There shall not be in effect any Order by a Governmental Body of competent jurisdiction, and there shall not be any applicable Law enacted, entered, promulgated, enforced or issued, in each case restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(e) The waiting period applicable to the transactions contemplated by this Agreement under the HSR Act shall have expired or have otherwise been terminated;

(f) The approval of each Form A Filing by the Applicable Department of Insurance and each Insurance Filing shall have been obtained and be in full force and effect; and

(g) Purchaser shall have made, or caused to have been made, the deliveries contemplated by Section 3.3.

If the Closing occurs, all Closing conditions set forth in this Section 8.2 that have not been fully satisfied as of the Closing shall be deemed to have been waived by Seller.

ARTICLE IX

TERMINATION

9.1 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) at the election of Seller or Purchaser after 5:00 p.m., New York City time, on March 31, 2016, if the Closing shall not have occurred by such time on such date (the "Outside Date"); provided, however, that if, as of March 31, 2016, the approval of each of the Insurance Filings has not been obtained, but all of the other conditions to the Closing shall have been satisfied or shall be capable of being satisfied, either Seller or Purchaser may, upon written notice to the other, extend the Outside Date to a time and date not later than 5:00 p.m., New York City time, on May 31, 2016, which time and date shall thereafter be deemed to be the Outside Date for purposes of this Agreement; provided, further, however, in no case shall the right to terminate this Agreement under this Section 9.1(a) be available to Seller or Purchaser, as applicable, if such party is then in material breach of any of its obligations hereunder;

(b) by mutual written consent of Seller and Purchaser;

(c) by Seller or Purchaser if there shall be in effect a final nonappealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(d) by Purchaser, if there has been a violation or breach by the Company or Seller of any covenant, representation or warranty contained in this Agreement which if not cured, would cause a condition set forth in Section 8.1 not to be satisfied, and such violation or

breach has not been waived by Purchaser or cured by the Company or Seller within twenty (20) days after receipt by Seller of written notice thereof from Purchaser; provided, however, that Purchaser may not terminate this Agreement pursuant to this Section 9.1(d) at any time during which Purchaser is in breach of this Agreement such that Seller has the right to terminate this Agreement pursuant to Section 9.1(e);

(e) by Seller, if there has been a violation or breach by Purchaser of any covenant, representation or warranty contained in this Agreement which if not cured, would cause a condition set forth in Section 8.2 not to be satisfied, and such violation or breach has not been waived by Seller or cured by Purchaser within twenty (20) days after receipt by Purchaser of written notice thereof from Seller; provided, however, that Seller may not terminate this Agreement pursuant to this Section 9.1(e) at any time during which Seller or the Company is in breach of this Agreement such that Purchaser has the right to terminate this Agreement pursuant to Section 9.1(d); or

(f) by Seller if (i) all of the conditions to Closing set forth in Section 8.1 have been satisfied (other than those conditions that, by their terms, cannot be satisfied until Closing but which are fully capable of being satisfied at Closing if the Closing were to occur on the date that Seller delivers a notice of termination to Purchaser pursuant to this Section 9.1(f)), (ii) Purchaser fails to fulfill its obligation to effect the Closing by the date it was required to do so pursuant to Section 3.1, (iii) Seller and the Company have irrevocably confirmed in a written notice to Purchaser that they are ready, willing and able to perform their obligations to effect the Closing, and will cause the Closing to occur if Purchaser performs its obligations hereunder (including by Seller and the Company waiving any conditions to Closing set forth in Section 8.2 that have not been satisfied at or prior to the Closing), and (iv) Purchaser fails to fulfill its obligation to effect the Closing within two (2) Business Days of the written notice of Seller and the Company pursuant to the immediately preceding clause (iii).

9.2 Procedure Upon Termination; Effect of Termination. In the event of termination by Purchaser or Seller, or both, pursuant to Section 9.1 hereof, the terminating party shall forthwith deliver written notice thereof to the other party or parties in accordance with Section 11.5, and this Agreement shall terminate and become void and of no effect and no party to this Agreement shall have any further liability or obligation hereunder to any other party hereto (including for costs and expenses incurred by other parties in connection with the transactions contemplated by this Agreement, except to the extent provided in Sections 7.3(g) and 7.14(a) and (e)), except that the obligations of the parties set forth in Sections 7.3(g), 7.5, 7.7 and 7.14(a) and (e), this Section 9.2, Section 9.3 and Article XI hereof shall survive any such termination and shall be enforceable hereunder, and the Confidentiality Agreement referred to in Section 7.5 will survive the termination of this Agreement for a period of two (2) years following the date of such termination (and, notwithstanding anything contained in this Agreement or the Confidentiality Agreement to the contrary, the Confidentiality Agreement term will be automatically amended to be extended for such additional period). Notwithstanding anything else set forth in this Agreement, in no event will specific performance of Purchaser's obligation to cause the Equity Financing to be funded or to consummate the Closing survive any valid termination of this Agreement.

9.3 Termination Fee.

(a) In the event this Agreement is validly terminated by Seller pursuant to Section 9.1(f), then Purchaser shall pay, or cause to be paid, to Seller as liquidated damages and not as a penalty a fee of Dollars ($) (the "Termination Fee") in immediately available funds within five (5) Business Days after such termination by Seller, and the payment by Purchaser of the Termination Fee shall relieve Purchaser from all further liability and obligations under this Agreement; provided that Purchaser may elect to consummate the Closing within such five (5) Business Day period, and in such event the termination would be rescinded. If Purchaser fails to timely pay the Termination Fee when due and, in order to obtain such payment, Seller commences a suit that results in a judgment against Purchaser for the payment of such Termination Fee, Purchaser shall pay Seller's and the Company's duly documented out-of-pocket costs and expenses incurred in connection with such suit, together with interest on the amount of the unpaid Termination Fee at the prime rate as published in *The Wall Street Journal* in effect on the date such payment was required to be made to (but excluding) the date such payment was actually received.

(b) In the event this Agreement is validly terminated by Seller pursuant to Section 9.1(e) (provided, that (i) prior to such termination all of the conditions to Closing set forth in Section 8.1 have been satisfied (other than (x) those conditions that, by their terms, cannot be satisfied until Closing but which are fully capable of being satisfied at Closing if the Closing were to occur on the date of such termination and (y) the condition set forth in Section 8.1(f)); and (ii) Seller and the Company have irrevocably confirmed in a written notice delivered to Purchaser concurrently with such termination that, if the condition set forth in Section 8.2(f) would have been satisfied prior to the date of such termination, they are ready, willing and able to perform their obligations to effect the Closing, and would have caused the Closing to occur if Purchaser performed its obligations hereunder (including by Seller and the Company waiving any conditions to Closing set forth in Section 8.2 that would not have been satisfied at or prior to the Closing)), then if Seller commences a suit in which it is successful on the merits in proving a willful and material breach by Purchaser of Section 7.3 or 7.14 that was the proximate cause of the failure of the Closing to occur in accordance with Section 3.1 and that results in a judgment against Purchaser for any monetary damages, then Seller shall be entitled to payment of the Termination Fee as liquidated damages and payment of Seller's duly documented out-of-pocket costs and expenses incurred in connection with such suit (the Termination Fee payable in such case, together with such costs and expenses, the "Proximate Cause Damages"). The term "willful and material breach" as used in this Section 9.3(b) means a material breach that is a consequence of any action undertaken by Purchaser, or Purchaser's willful failure to act, with the actual knowledge at the time it took such action or failed to act that the taking of such action or such failure to act would cause a material breach of Section 7.3 or 7.14 (as applicable).

(c) The Company, Seller, and Purchaser each acknowledge that the agreements contained in this Section 9.3 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, the Company, Seller, and Purchaser would not enter into this Agreement. Notwithstanding anything to the contrary in this Agreement or any Company Document, Seller Document, Purchaser Document (other than as expressly contemplated by the Guarantee) or otherwise, subject to Seller's right to seek specific performance against Purchaser pursuant to, and solely to the extent provided in, Section

11.10(b), if Purchaser fails to consummate the Closing or otherwise breaches or fails to perform the provisions of this Agreement, Seller's right to terminate this Agreement, and receive payment of the Termination Fee if and when due pursuant to Section 9.3(a) or the Proximate Cause Damages if payable pursuant to Section 9.3(b), will be the sole and exclusive remedy of Seller, the SV Companies, the other Seller Indemnified Persons and the respective Affiliates and representatives of each of them, and any Persons claiming by or through any of the foregoing Persons (whether at law, in equity, in contract, in tort or otherwise) (collectively, the "Seller Group Members", it being understood that the SV Companies shall cease to be Seller Group Members upon the Closing) in connection therewith. Other than payment by Purchaser of the Termination Fee (if and when due pursuant to Section 9.3(a)) or the Proximate Cause Damages (if payable pursuant to Section 9.3(b)), as expressly set forth in the Guarantee or Seller's right to seek specific performance against Purchaser pursuant to, and solely to the extent provided in, Section 11.10(b), none of Purchaser, its Affiliates or any of its or their respective direct or indirect former, current or future, Affiliates, general or limited partners, stockholders, controlling persons, equityholders, managers, managing companies, members, directors, officers, employees, agents, representatives, advisors, successors or assignees, actual or prospective financing sources (including the Financing Sources) or arrangers (or any direct or indirect former, current or future, Affiliates, general or limited partners, stockholders, controlling persons, equityholders, managers, managing companies, members, directors, officers, employees, agents, representatives, advisors, successors or assignees, actual or prospective financing sources (including the Financing Sources) or arrangers of the foregoing) (collectively, the "Purchaser Group Members", it being understood that the SV Companies shall become Purchaser Group Members upon the Closing) shall have any liability or obligation for any breach of this Agreement or any failure of the transactions contemplated hereby or by any Company Document, Seller Document or Purchaser Document to be consummated, in each case whether based on contract (including under the Debt Commitment Letters, this Agreement or otherwise), tort or strict liability, by the enforcement of any assessment, by any legal, equitable or arbitral proceeding, by virtue of any statute, regulation or applicable law or otherwise and whether by or through attempted piercing of the corporate veil, by or through a claim by or on behalf of a party hereto or another Person, or otherwise. Except as expressly contemplated by the last sentence of this Section 9.3(c), (i) upon payment by Purchaser to Seller of the Termination Fee if and when due pursuant to Section 9.3(a) or the Proximate Cause Damages (if payable pursuant to Section 9.3(b)), no Purchaser Group Member will have any further liability or obligation relating to or arising out of this Agreement or any Company Document or Seller Document or the transactions contemplated hereby or thereby (including the Debt Financing and the Closing) and (ii) in no event will Seller, the SV Companies or any other Person (and each of them agrees to not, and to cause their stockholders and Affiliates not to), (x) seek to recover any money damages in excess of the Termination Fee or (y) seek to recover monetary damages from any Purchaser Group Member (other than against Purchaser for payment of the Termination Fee or the Proximate Cause Damages (but not both)). In no circumstances will Purchaser be required to (i) pay the Termination Fee or the Proximate Cause Damages more than once, it being understood that in no event will the Termination Fee or the Proximate Cause Damages be payable on more than one occasion, (ii) pay any amount of damages if Seller has received the Termination Fee or (iii) both pay the Termination Fee or the Proximate Damages, on the one hand, and effect the Closing (pursuant to an award of specific performance or otherwise), on the other hand. The preceding provisions of this Section 9.3(c) shall not (A) absolve Purchaser of its obligations under Sections

7.3(g), 7.14(a) and (e), the last sentence of Section 9.3(a), or (B) affect the Company's rights under the Confidentiality Agreement.

ARTICLE X

INDEMNIFICATION

10.1 Indemnification of Purchaser.

(a) Seller shall, after the Closing Date, indemnify, defend and hold harmless Purchaser and its Affiliates and Subsidiaries (including the SV Companies and their respective officers, directors, managers, agents and representatives, and the successors and permitted assigns of each (each hereinafter referred to individually as a "Purchaser Indemnified Person" and collectively as "Purchaser Indemnified Persons"), from and against, any and all claims, demands, suits, actions, causes of action, losses, costs, damages, Taxes, liabilities and out-of-pocket expenses incurred or paid, including reasonable attorneys' fees, in each case only to the extent that such damages or other items constitute recoverable damages under Delaware law in an action for breach of contract, and specifically excluding punitive, special and exemplary damages (except to the extent that such punitive, special or exemplary damages, or damages payable under a legal theory other than breach of contract, are included and awarded in a Third-Party Claim) (hereinafter collectively referred to as "Damages"), to the extent such Damages result from or arise out of a breach of or inaccuracy, default in, or failure to perform, any of the representations, warranties or covenants given or made by the Company or Seller in this Agreement or in the Bringdown Certificate (reading for all purposes such representations, warranties and covenants without regard to any materiality qualifier, including any "Material Adverse Effect" contained therein, except that any such materiality qualifier shall not be read out of (x) any defined term that incorporates such qualifier (*e.g.*, "Deficiency", "Material Adverse Effect" or "Permitted Liens") or (y) (A) Section 4.7 (Absence of Certain Developments) and (B) Section 4.10 (Material Contracts) as it relates to listing requirements, as qualified by the Disclosure Schedules hereto (collectively, "Company Breaches"). No Purchaser Indemnified Person will be entitled to be indemnified pursuant to this Section 10.1 for any liability or Company Indebtedness to the extent (1) such liability or Company Indebtedness is reflected in the Company Indebtedness, Company Transaction Expenses or Closing Working Capital used to determine the Final Purchase Price, or (2) such matter is expressly included in the Closing Statement and used to reduce the Final Purchase Price.

(b) The aggregate liability on account of Company Breaches pursuant to this Section 10.1 shall be limited to the Indemnity Escrow Amount (the "Cap"). The indemnification provided for in this Section 10.1 shall not apply unless and until the aggregate Damages so determined to be due for which one or more Purchaser Indemnified Persons seeks or has sought indemnification hereunder exceeds a cumulative aggregate amount of $ (the "Basket"), in which event the Purchaser Indemnified Persons shall, subject to the Cap and the other limitations herein, be indemnified for all such Damages in excess of the Basket; provided that in no event shall Seller be liable for indemnification to Purchaser Indemnified Persons under this Section 10.1 with respect to any individual item or series of related items where the indemnifiable Damages relating thereto is less than $ (the "Pre-Basket Amount"), it being understood that any such individual claims for amounts less than the Pre-Basket Amount shall be

ignored for purposes of determining whether the Basket has been exceeded. The Basket and the Pre-Basket Amount shall not apply to any claims by any Purchaser Indemnified Person based on Company Breaches of Section 7.9 (Tax Matters) or of Fundamental Representations, and therefore any claims based on Section 7.9 (Tax Matters) or Fundamental Representations shall be ignored for purposes of determining if the Basket has been exceeded.

(c) The amount to which a Purchaser Indemnified Person may become entitled under this Article X for any Damage shall be (x) net of any amount actually recovered (whether by way of payment, discount, credit, off-set, counterclaim or otherwise) from a third party, including Alternative Arrangements, but excluding the R&W Insurance Policy, less any actual costs, expenses or increased premiums incurred in connection with obtaining such proceeds (but only to the extent that the Purchaser Indemnified Person would otherwise retain an amount greater than the full amount of such Damage as a result of the underlying claim), and (y) determined without duplication of recovery by reason of the state of facts giving rise to such Damages constituting a breach of more than one representation, warranty, covenant or agreement. The Purchaser Indemnified Persons shall use commercially reasonable efforts to seek full recovery under all such insurance policies and Alternative Arrangements covering any Damages to the same extent as they would if such Damages were not subject to indemnification hereunder. In the event that an insurance or other recovery (other than in respect of the R&W Insurance Policy) is made by any Purchaser Indemnified Person with respect to any Damages for which any such Person has been indemnified hereunder, then a refund equal to the aggregate amount of the recovery (if and to the extent such amount of recovery would have reduced the amount to which such Person would have been entitled to pursuant to clause (x) above) shall be made promptly to Seller net of any costs and expenses incurred to obtain such recovery. Seller shall be subrogated to all rights of the Purchaser Indemnified Persons in respect of any Damages fully paid and indemnified by Seller with respect to a particular claim, to the extent of such payment, to the extent permitted under applicable Law and any applicable contractual obligations to third parties.

(d) In determining the amount of any indemnification payment for any Damages suffered or incurred by an Indemnified Party hereunder, the amount of such Damages shall be decreased to take into account any Tax savings actually realized that is attributable to any deduction, loss, or credit, resulting from or arising out of the applicable Damages, calculated by computing the amount of Taxes before and after inclusion of any such Tax deduction, loss or credit (treating such items of Tax deduction, loss or credit as the last items claimed) and any such Tax savings shall be treated as actually realized upon the filing of the Tax Return reflecting such Tax savings (or with respect to which such Tax savings could have been reflected through commercially reasonable efforts taken by the relevant party) ("Tax Benefits"); provided, that, if a Tax Benefit is not realized in or prior to the taxable period during which an Indemnifying Party makes an indemnification payment or the Indemnified Party incurs or pays any Damages, the Indemnified Party shall thereafter make payments to the Indemnifying Party at the end of each subsequent taxable period, ending upon the filing of the Tax Return for the third taxable period ending after the taxable year in which the indemnification payment is made, to reflect the Tax Benefit realized in each such subsequent taxable period.

(e) Nothing in this Section 10.1 (including the Cap, Basket and Pre-Basket Amount) shall limit any claim based on Fraud.

10.2 Indemnification of Seller. Purchaser and the SV Companies shall, after the Closing Date, indemnify, defend and hold harmless Seller, its Affiliates and their respective officers, directors, managers, agents and representatives, and the successors and permitted assigns of each (the "Seller Indemnified Persons"), from and against any and all Damages arising out of or resulting from any breach of any representation, warranty or covenant made by Purchaser in this Agreement, as qualified by the Disclosure Schedules hereto.

10.3 Termination of Indemnification. The obligations to indemnify and hold harmless a party hereto in respect of a breach of representation or warranty or covenant will terminate on the applicable survival termination date (as set forth in Section 10.5), unless, with respect to a representation, warranty and covenant that terminates following the Closing Date, an Indemnified Party has made a claim for indemnification pursuant to Section 10.1 or Section 10.2, subject to the terms and conditions of this Article X, prior to such termination date, as applicable, including by delivering a written notice (stating in reasonable detail the nature of and factual and legal basis for any such claim for indemnification, the amount thereof (if then known and quantifiable) and the provisions of this Agreement upon which such claim for indemnification is made) to the Indemnifying Party (such written notice being a "Claim"). If an Indemnified Party has made a proper Claim prior to such termination date, then such Claim and all Damages relating thereto, whenever arising, and only such Claim, if then unresolved, will not be extinguished by the passage of the deadlines set forth in Section 10.5.

10.4 Procedures Relating to Indemnification.

(a) In order for a party (an "Indemnified Party") to be entitled to any indemnification provided for under this Agreement in respect of a claim or demand made by any non-Affiliated Person against the Indemnified Party (a "Third-Party Claim"), such Indemnified Party must notify the indemnifying party (the "Indemnifying Party") in writing, and in reasonable detail (including a description of the claim, the amount thereof (if known and quantifiable) and the basis thereof and the provisions of this Agreement upon which such claim for indemnification is made), of the Third-Party Claim as promptly as reasonably possible after receipt, but in no event later than thirty (30) days after receipt, by such Indemnified Party of notice of the Third-Party Claim; provided, that failure to give such notification on a timely basis will not affect the indemnification provided hereunder except to the extent the Indemnifying Party will have been actually and materially prejudiced as a result of such failure. Thereafter, the Indemnified Party will deliver to the Indemnifying Party, within ten (10) Business Days after the Indemnified Party's receipt thereof, copies of all notices and material documents (including court papers) received by the Indemnified Party relating to the Third-Party Claim.

(b) If a Third-Party Claim is made against an Indemnified Party, the Indemnifying Party will be entitled to participate in the defense thereof and, if it so chooses within fifteen (15) days after the Indemnifying Party's receipt of such Third-Party Claim, to assume the defense thereof with counsel selected by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided that, the Indemnifying Party shall have no right to assume such defense if such Third-Party Claim involves injunctive or other non-monetary relief or involves criminal or quasi-criminal claim(s) or involves Damages in excess of the amount of funds then available for indemnification hereunder after taking into account the aggregate amount specified in such Third Party Claim together with all other outstanding claims for

Damages under this Section 10.1. Notwithstanding the foregoing, the Indemnifying Party will continue to be entitled to assert any limitation on any claims contained in this Article X. Should an Indemnifying Party so elect to assume the defense of a Third-Party Claim, the Indemnifying Party will not be liable to the Indemnified Party for legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof. If the Indemnifying Party assumes such defense, the Indemnified Party will have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the Indemnifying Party, it being understood, however, that the Indemnifying Party will control such defense. The Indemnifying Party will be liable for the fees and expenses of counsel employed by the Indemnified Party for any period during which the Indemnifying Party has not assumed the defense thereof. If the Indemnifying Party chooses to defend any Third-Party Claim, all the parties hereto will cooperate in the defense or prosecution of such Third-Party Claim. Such cooperation will include the retention and (upon the Indemnifying Party's request) the provision to the Indemnifying Party of records and information which are reasonably relevant to such Third-Party Claim, and making employees and other representatives and advisors available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Indemnifying Party may not consent to the entry of any judgment or enter into any settlement with respect to any such Third-Party Claim without the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld, unless such settlement involves solely the payment of money and includes a full release of the Indemnified Party in respect of such Third-Party Claim without any admission of liability. Whether or not Seller will have assumed the defense of a Third-Party Claim, neither Purchaser nor any of its Affiliates will admit any liability with respect to, or settle, compromise or discharge, any Third-Party Claim for which any sums are recoverable from the Indemnity Escrow Account or for which Seller would otherwise have liability pursuant to this Article X without the prior written consent of Seller (which will not be unreasonably withheld).

10.5 Survival of Covenants, Representations and Warranties. All representations and warranties of the Company, Seller and Purchaser contained in this Agreement as qualified by the Disclosure Schedules, or in the Bringdown Certificate, shall remain operative and in full force and effect until the date that is twelve (12) months after the Closing Date (the "Standard Survival Termination Date"), and all covenants to be performed by the Company, Seller or Purchaser prior to the Closing Date shall expire and be of no further force and effect as of the Closing Date, and all covenants of Seller and Purchaser to be performed after the Closing Date shall survive in accordance with their respective terms (provided that the right of an Indemnified Party to make a claim for breach of any covenant or agreement that is to be performed after the Closing Date shall survive until the applicable statute of limitations following the end of the applicable performance obligation of such post-closing covenant(s)); provided that the representations set forth in Sections 4.1(a) and (b) (Organization and Good Standing) (in each clause, first sentence only), 4.2 (Authorization of Agreement), 4.4 (Capitalization), 4.8 (Taxes), 4.17 (Financial Advisors), 5.1 (Organization and Good Standing), 5.2 (Authorization of Agreement), 5.4 (Ownership), 5.5 (Financial Advisors), 6.1 (Organization and Good Standing), 6.2 (Authorization of Agreement), 6.5 (Financial Advisors) and 6.7 (Informed Decision) (collectively, the "Fundamental Representations") shall survive until the third anniversary of the Closing Date (the applicable date as set forth in this sentence, the "Survival Date").

10.6 Exclusive Remedy; Source of Recovery; Mitigation.

(a) After the Closing Date, except (1) with respect to any disputes to be resolved under Section 2.3 hereof, (b) for any claim under the terms of the Escrow Agreement, (c) for any claim of Fraud and (d) claims by Purchaser Indemnified Persons against the R&W Insurance Policy in accordance with the procedures and subject to the limitations set forth therein, the indemnification rights set forth in this Article X are and shall be the sole and exclusive remedies of Purchaser, Purchaser Indemnified Persons, Seller and Seller Indemnified Persons with respect to this Agreement and the transactions contemplated hereby, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise. In furtherance of the foregoing, other than the indemnification rights set forth in this ARTICLE X or an exception set forth in the immediately preceding sentence, Purchaser and Purchaser Indemnified Persons hereby waive, from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action it may have against the Seller Indemnified Persons and Equityholder Parties relating (directly or indirectly) to the subject matter of this Agreement arising under or based upon any Law or otherwise, and Purchaser acknowledges that no such Person will have any liability, responsibility or obligation arising under this Agreement or any schedule hereto, or any certificate delivered or made available in connection herewith, or as a result of any of the transactions contemplated hereby or thereby. Purchaser acknowledges and agrees that the Purchaser Indemnified Persons may not avoid such limitation on liability by (i) seeking damages for breach of contract, tort or pursuant to any other theory of liability, all of which are hereby waived or (ii) asserting or threatening any claim against any Person that is not a party hereto (or a successor to a party hereto) for breaches of the representations, warranties and covenants contained in this Agreement. Notwithstanding anything in this Agreement to the contrary, nothing herein is intended to limit (x) the liability of any party to this Agreement for such Person's own Fraud or (y) claims under the Company Documents or Seller Documents (other than this Agreement and any certificates delivered hereunder) with respect to the subject matter thereof.

(b) The provisions of Article X were specifically bargained for and reflected in the amounts payable to Seller in connection with the transactions contemplated hereby.

(c) Each Indemnified Party shall use commercially reasonable efforts to mitigate any Damages for which it may claim indemnification under this Article X, in each case, to the extent required by applicable Law.

(d) Within five (5) Business Days after a Final Determination (as defined below) of the type described in clause (i) of the definition of "Final Determination", Purchaser and Seller shall deliver to the Escrow Agent joint written instructions signed by both Purchaser and Seller (attaching a copy of such Final Determination) instructing the Escrow Agent to disburse all or a portion of the Indemnity Escrow Amount (to the extent there are funds remaining in the Indemnity Escrow Account and only up to the amount of such remaining funds) in accordance with such Final Determination, as contemplated by Section 3(b) of the Escrow Agreement.

(e) Within five (5) Business Days after a Final Determination that a Seller Indemnified Party has suffered Damages and is entitled to indemnification from Purchaser

pursuant to this Article X, the amount of such Damages shall be paid by Purchaser, in cash by wire transfer of immediately available funds, to Seller.

(f) (i) The amount of any Damages payable to the Purchaser Indemnified Persons under this Article X shall, in each case, be paid to the applicable Purchaser Indemnified Persons solely from the Indemnity Escrow Account to the extent of available funds in the Indemnity Escrow Account.

(ii) Following the Standard Survival Termination Date, pursuant to Section 3(b) of the Escrow Agreement, the Escrow Agent shall release the Indemnity Escrow Amount minus the amount, if any, of claims for indemnification under Article X, in each case properly asserted prior to such date by the Purchaser Indemnified Persons in writing in accordance with this ARTICLE X but not yet resolved as of the Standard Survival Termination Date (the "Unresolved Claims") to Seller.

(iii) Such amount shall be released from the Indemnity Escrow Account to Seller through wire transfer of immediately available funds to the account designated by Seller. The amounts retained in the Indemnity Escrow Account in respect of any Unresolved Claim shall be released by the Escrow Agent upon a Final Determination of any Unresolved Claim in respect of which such amounts had been retained in accordance with the terms of the Escrow Agreement.

(g) For purposes of this Article X, a "Final Determination" shall exist when (i) the Indemnifying Party and the Indemnified Party have entered into a written settlement agreement with respect to the subject matter of a Claim or a Third-Party Claim, as the case may be or (ii) a final non-appealable order has been entered by a court of competent jurisdiction with respect to the subject matter of a Claim or a Third-Party Claim.

10.7 Tax Treatment of Indemnification Payments. Purchaser and Seller agree to treat any indemnification payment made pursuant to this Agreement as an adjustment to the Purchase Price for all Tax purposes, unless otherwise required by Law.

ARTICLE XI

MISCELLANEOUS

11.1 Expenses. Except as otherwise expressly set forth herein, whether or not the transactions contemplated hereby are consummated, all costs and expenses (including any brokerage commissions or any finder's or investment banker's fees and including attorneys' and accountants' fees) incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated hereby and the consummation of the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses. All costs and expenses that are expressly and specifically stated in this Agreement to be the obligation of Seller hereunder for which any SV Company becomes liable and which are not paid at the Closing shall be Company Transaction Expenses hereunder.

11.2 Submission to Exclusive Jurisdiction; Consent to Service of Process; Waiver of Jury Trial.

(a) Subject to Section 2.3 (which will govern any dispute arising thereunder), the parties hereto hereby irrevocably submit to the exclusive jurisdiction of the Delaware Court of Chancery, New Castle County, or to the extent such court declines jurisdiction, first to any federal court, or second to any state court, each located in Wilmington, Delaware, over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Notwithstanding anything to the contrary in this Agreement, each of the parties hereto irrevocably agrees that it will not bring or support any action, cause of action, claim, cross-claim or third-party claim of any kind or nature (whether in law, in contract in tort or otherwise) against any Debt Financing Source in connection with this Agreement or any of the transactions contemplated by this Agreement, including but not limited to any dispute arising out of or relating to the Debt Financing, any Debt Commitment Letter or the performance thereof or the transactions contemplated thereby, anywhere other than in the exclusive jurisdiction of the Supreme Court of the State of New York sitting in the Borough of Manhattan or the United States District Court for the Southern District of New York (and the appellate courts thereof) sitting in the Borough of Manhattan and agrees that it will not (and will not support anyone else) in bringing any such action, proceeding or counterclaim in any court other than the aforesaid courts. The parties hereby consent to and grant any such court exclusive jurisdiction over the person of such parties and, to the extent permitted by Law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in this Agreement or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

(c) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 11.5.

(d) TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES, AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING IN WHOLE OR IN PART UNDER, RELATED TO, BASED ON OR IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN TORT OR CONTRACT OR OTHERWISE, INCLUDING, IN EACH CASE ANY PROCEEDING AGAINST ANY DEBT FINANCING SOURCE ARISING OUT OF THIS AGREEMENT, ANY DEBT COMMITMENT LETTER OR THE DEBT FINANCING. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 11.2 WITH ANY COURT AS WRITTEN EVIDENCE OF

THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

11.3 Entire Agreement; Amendments and Waivers. This Agreement (including the Schedules and any exhibits hereto) and the Confidentiality Agreement represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by Purchaser and Seller; provided that no waiver, modification or amendment of Section 7.13(b), Section 7.14, Section 9.3(c), Section 11.2, this Section 11.3, Section 11.4, Section 11.7 and Section 11.9 in each case to the extent such amendment would impact or is adverse in any respect to any Debt Financing Source, shall be approved with the written consent of such Debt Financing Source (or by the party to the Debt Commitment Letters (or any debt document resulting therefrom) affiliated with such Debt Financing Source). No action taken pursuant to this Agreement, including without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Furthermore, the parties each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations; all parties to this Agreement specifically acknowledge that no party has any special relationship with another party that would justify any expectation beyond that of an ordinary buyer and an ordinary seller in an arm's-length transaction.

11.4 Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Exhibits and Disclosure Schedules hereto, and all claims or disputes arising hereunder or thereunder in connection herewith or therewith, whether purporting to sound in contract or tort, or at law or in equity, shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Notwithstanding anything to the contrary contained herein, any and all claims, suits, actions or proceedings of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, involving any Debt Financing Source arising out of or relating to the transaction contemplated by this Agreement, the Debt Commitment Letters or the Debt Financing or the performance of services thereunder shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York, without giving effect to any choice of law or conflicts of laws rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

11.5 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written

confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission) or email, in each case if the sender on the same day sends a confirming copy of such notice pursuant to clause (iii) or (iii) one (1) Business Day following the day sent by commercial overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to the Company prior to the Closing or if to Seller, to:

c/o Nautic Partners, LLC
50 Kennedy Plaza, 12th Floor
Providence, Rhode Island 02903
Attention: Scott Hilinski
Fax: (401) 278-6387
Email: shilinski@nautic.com

With copies (which shall not constitute notice) to:

Locke Lord LLP
2800 Financial Plaza
Providence, Rhode Island 02903
Attention: Paul Mahoney, Jr.
Fax: (888) 325-9039
Email: Paul.Mahoney@lockelord.com

If to Purchaser, to:

Wink Holdco, Inc.
c/o Centerbridge Partners, L.P.
375 Park Avenue, 12th Floor
New York, New York 10152
Attention: The Office of the General Counsel
Fax: (212) 672-5000

With a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attention: Rosalind Fahey Kruse; Rajab S. Abbassi
Fax: (212) 728-8111
Email: rkruse@willkie.com; rabbassi@willkie.com

11.6 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid,

illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

11.7 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not a party to this Agreement except the D&O Indemnified Persons shall have the rights expressly provided to them in Section 7.6 of this Agreement, the Purchaser Indemnified Persons shall have the rights expressly provided to them in Article X of this Agreement, the Seller Indemnified Persons shall have the rights expressly provided to them in Article X of this Agreement, the Equityholder Parties shall have the rights expressly provided to them in Sections 7.11(b), 7.13, 10.6(a) and 11.9 of this Agreement, Nautic and its Affiliates shall have the rights expressly provided to them in Section 7.7 of this Agreement, Purchaser and its Affiliates shall have the rights expressly provided to them in Section 7.7 and 11.9 of this Agreement and Locke Lord LLP shall have the rights expressly provided to them in Sections 11.11 and 11.12 of this Agreement. Notwithstanding anything to the contrary herein, Section 7.13(b), Section 7.14, Section 9.3(c), Section 11.2, Section 11.3, Section 11.4, this Section 11.7 and Section 11.9 are also intended to be for the benefit of, and also shall be enforceable by, the Debt Financing Sources, who shall be express third-party beneficiaries of such Sections. No assignment of this Agreement or of any rights or obligations hereunder may be made by any party to this Agreement, directly or indirectly (by operation of law or otherwise), without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void. Notwithstanding the foregoing, (a) Purchaser may assign this Agreement to any Subsidiary or Affiliate of Purchaser or to any lender to Purchaser or any Subsidiary or Affiliate thereof as security for obligations to such lender in respect of the financing arrangements entered into in connection with the transactions contemplated hereby and any refinancings, extensions, refundings or renewals thereof, provided that no assignment to any such Subsidiary or lender will in any way affect Purchaser's obligations or liabilities under this Agreement, and (b) after the Closing, Seller may assign this Agreement to any of its beneficial owners or successors by operation of law. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to such party shall also apply to its assignee unless the context otherwise requires.

11.8 No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any Person. The inclusion of information in the Disclosure Schedules shall not be construed as, and shall not constitute, an admission or agreement that a violation, right of termination, default, liability or other obligation of any kind exists with respect to any item, nor shall it be construed as or constitute an admission or agreement that such information is material to any of the SV Companies. In addition, matters reflected in the Disclosure Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Neither the specifications of any dollar amount in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedules is intended to

imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, and no Person shall use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in the Disclosure Schedules is or is not material for purposes of this Agreement. Further, neither the specification of any item or matter in any representation, warranty or covenant contained in this Agreement nor the inclusion of any specific item in the Disclosure Schedules is intended to imply that such item or matter, or other items or matters, are or are not in the Ordinary Course of Business, and no Person shall use the fact of setting forth or the inclusion of any such items or matter in any dispute or controversy between the parties as to whether any obligation, item or matter not described herein or included in the Disclosure Schedules is or is not in the ordinary course of business for purposes of this Agreement.

11.9 No Recourse or Personal Liability. Notwithstanding anything that may be expressed or implied in this Agreement to the contrary, Purchaser agrees and acknowledges, both for itself and its Affiliates, that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any of the Equityholder Parties, whether in their capacity as such or otherwise, 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 of the Equityholder Parties, whether in their capacity as such or otherwise, for any obligation of any SV Company or Seller under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation. Notwithstanding anything that may be expressed or implied in this Agreement to the contrary, Seller agrees and acknowledges, both for itself and its Affiliates, that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any Purchaser Group Member, whether in their capacity as such or otherwise, 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 Purchaser Group Member, whether in their capacity as such or otherwise, for any obligation of Purchaser under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation. This Section 11.9 shall not limit the obligations of Persons that execute any Company Document, Seller Document or Purchaser Document (in each case other than this Agreement and any certificates delivered hereunder) with respect to the subject matter thereof. Nothing in this Section 11.9 or elsewhere in this Agreement will limit claims or remedies for Fraud.

11.10 Remedies.

(a) Except as otherwise expressly provided herein, any and all remedies provided herein will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage for which monetary damages, even if available, would not be an adequate

remedy, would occur in the event that one of the parties hereto does not perform its obligations under the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate the transactions contemplated by this Agreement) in accordance with their specific terms or otherwise breaches such provisions. It is accordingly agreed that, subject to Sections 9.2, 9.3, 10.6(a), 11.9 and 11.10(b), in the event of a breach of the terms hereof by a party hereto, that the other parties hereto shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (including the obligation of the parties hereto to consummate the transactions contemplated by this Agreement in accordance with the terms and conditions hereof), in each case without posting a bond or undertaking, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereto agrees that, subject to Sections 9.2, 9.3, 10.6(a), 11.9 and 11.10(b), it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or in equity.

(b) Notwithstanding anything herein to the contrary, it is acknowledged and agreed that (i) Seller shall be entitled to specific performance to cause Purchaser to cause the Equity Financing to be funded and to cause Purchaser to cause the Debt Financing to be funded and to take all other required actions to effect the Closing if and only if (A) all of the conditions to Closing set forth in Section 8.1 have been satisfied (other than those conditions that, by their terms, cannot be satisfied until Closing but which are fully capable of being satisfied at Closing and subject to the satisfaction of those conditions assuming the Closing occurs), (B) Purchaser fails to fulfill its obligation to effect the Closing on or before the date it was required to do so pursuant to Section 3.1, (C) Seller and the Company have irrevocably confirmed in a written notice to Purchaser that they are ready, willing and able to perform their obligations to effect the Closing and that if specific performance is granted, then the Closing will occur (including by Seller and the Company waiving any conditions to Closing set forth in Section 8.2 that have not been satisfied at or prior to the Closing), (D) the Debt Financing contemplated by the Debt Commitment Letter(s) or any alternative financing has been funded or will be funded contemporaneously with the Equity Financing being funded at the Closing, and (E) Purchaser fails to fulfill its obligation to effect the Closing within two (2) Business Days of the written notice of Seller and the Company pursuant to the preceding clause (C); provided that, under no circumstance will the Company or Seller be permitted or entitled to receive both (x) a grant of specific performance of Purchaser's obligation to cause the Equity Financing to be funded and to take all other required actions to effect the Closing and (y) the payment of the Termination Fee or Proximate Cause Damages. For the avoidance of doubt, in no event shall the Company or Seller be entitled to specific performance to cause Purchaser to cause the Equity Financing to be funded, to cause Purchaser to cause the Debt Financing to be funded or to take all other required actions to effect the Closing if the Debt Financing has not been funded and will not be funded at the Closing if the Equity Financing is funded at the Closing.

(c) Notwithstanding anything herein to the contrary, it is acknowledged and agreed that Purchaser shall be entitled to specifically enforce the obligation of Seller and the Company to effect the Closing on the terms and conditions set forth in this Agreement if and only if (w) all of the conditions to Closing set forth in Section 8.2 have been satisfied (other than

those conditions that, by their terms, cannot be satisfied until Closing but which are fully capable of being satisfied at Closing and subject to the satisfaction of those conditions assuming the Closing occurs), (x) Seller and the Company fail to fulfill their obligations to effect the Closing on or before the date they were required to do so pursuant to Section 3.1, (y) Purchaser has irrevocably confirmed in a written notice to Seller and the Company that it is ready, willing and able to perform its obligations to effect the Closing and that if specific performance is granted, then the Closing will occur, and (z) Seller and Company fail to fulfill their obligations to effect the Closing within two (2) Business Days of the written notice of Purchaser pursuant to the preceding clause (y).

11.11 Retention of Counsel. In any dispute or proceeding arising under or in connection with this Agreement following the Closing, Seller and its owners shall have the right, at their election, to retain Locke Lord LLP to represent them in such matter, even if such representation shall be adverse to Purchaser and/or the SV Companies. Purchaser and the SV Companies, for themselves and for their respective Affiliates, successors and assigns, hereby irrevocably consent to any such representation in any such matter. Purchaser and the SV Companies, for themselves and for their respective Affiliates, successors and assigns, hereby irrevocably waive any actual or potential conflict arising from any such representation in the event of: (1) any adversity between the interests of Seller and its owners on the one hand and Purchaser and the SV Companies on the other hand, in any such matter; and/or (2) any communication between Locke Lord LLP and any SV Company, its Affiliates or employees, whether privileged or not, or any other information known to such counsel, by reason of such counsel's representation of any of the SV Companies prior to Closing in connection with the negotiation, execution and delivery of this Agreement and the transactions contemplated hereby.

11.12 Protected Communication. The parties to this Agreement agree that, immediately prior to the Closing, without the need for any further action (a) all right, title and interest of any SV Company in and to all Protected Communications shall thereupon transfer to and be vested solely in Seller and its successors in interest, and (b) any and all protections from disclosure, including, but not limited to, attorney client privileges and work product protections, associated with or arising from any Protected Communications that would have been exercisable by any SV Company shall thereupon be vested exclusively in Seller and its successors in interest and shall be exercised or waived solely as directed by Seller or its successors in interest. None of the SV Companies, Purchaser or any Person acting on any of their behalf shall, without the prior written consent of Seller or its successors in interest, assert or waive or attempt to assert or waive any such protection against disclosure, including, but not limited to, the attorney-client privilege or work product protection, or to discover, obtain, use or disclose or attempt to discover, obtain, use or disclose any Protected Communications in any manner, including in connection with any dispute or legal proceeding relating to or in connection with this Agreement, the events and negotiations leading to this Agreement, or any of the transactions contemplated herein, provided, however, the foregoing shall neither prohibit Purchaser from seeking proper discovery of such documents nor Seller from asserting that such documents are not discoverable to the extent that applicable attorney client privileges and work product protections have attached thereto. Seller and its successors in interest shall have the right at any time prior to the Closing to remove, erase, delete, disable, copy or otherwise deal with any Protected Communications in whatever way they desire.

11.13 No Waiver of Privilege, Protection from Disclosure or Use. The parties hereto understand and agree that nothing in this Agreement, including the foregoing provisions regarding the assertions of protection from disclosure and use, privilege and conflicts of interest, shall be deemed to be a waiver of any applicable attorney-client privilege or other protection from disclosure or use. Each of the parties understands and agrees that it has undertaken reasonable efforts to prevent the disclosure of Protected Communications. Notwithstanding those efforts, the parties understand and agree that the consummation of the transactions contemplated by this Agreement could result in the inadvertent disclosure of information that may be confidential, eligible to be subject to a claim of privilege, or otherwise protected from disclosure. The parties further understand and agree that any disclosure of information that may be confidential, subject to a claim of privilege, or otherwise protected from disclosure will not constitute a waiver of or otherwise prejudice any claim of confidentiality, privilege, or protection from disclosure, including, but not limited to, with respect to information involving or concerning the same subject matter as the disclosed information. The parties agree to use reasonable best efforts to return any inadvertently disclosed information to the disclosing party promptly upon becoming aware of its existence. The parties further agree that promptly after the return of any inadvertently disclosed information, the party returning such information shall destroy any and all copies, summaries, descriptions and/or notes of such inadvertently disclosed information, including electronic versions thereof, and all portions of larger documents or communications that contain such copies, summaries, descriptions or notes.

11.14 Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or PDF file, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

11.15 Expediency. The parties agree to work expeditiously toward the Closing in accordance with their obligations under Section 7.4.

11.16 Conflict Between Transaction Documents. The parties hereto agree and acknowledge that to the extent any terms and provisions of this Agreement are in any way inconsistent with or in conflict with any term, condition or provision of any other agreement, document or instrument contemplated hereby, this Agreement will govern and control.

11.17 Deliveries to Purchaser. Any document or item will be deemed "delivered", "provided" or "made available" within the meaning of this Agreement if such document or item (i) is included in the electronic data room or (ii) actually delivered or provided to Purchaser or any of its representatives, in each case at least one (1) calendar day prior to the date hereof.

**** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK ****

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

WINK HOLDCO, INC.

By: _____
Name: Dan Osnoss
Title: Secretary

SELLER:

SUPERIOR VISION HOLDING COMPANY, LLC

By: Kirk Rothrock
Name: KIRK ROTHROCK
Title: PRESIDENT & CEO

COMPANY:

SUPERIOR VISION CORP.

By: Kirk Rothrock
Name: KIRK ROTHROCK
Title: PRESIDENT & CEO