
FC COMPASSUS, LLC

FIFTH AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

Dated as of January 1, 2020

THE TRANSFER OF THE SECURITIES REPRESENTED BY THIS INSTRUMENT ARE SUBJECT TO THE CONDITIONS SPECIFIED IN THIS FIFTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT AMONG THE MEMBERS OF THE ISSUER.

THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “ACT”), AND MAY NOT BE SOLD OR TRANSFERRED IN ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER.

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OF

FC COMPASSUS, LLC

This FIFTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of FC Compassus, LLC, a Delaware limited liability company (the “Company”), is made as of January 1, 2020 (the “Effective Date”), by the Person(s) executing this Agreement and listed on the Members Schedule (as herein defined).

WHEREAS, the Company was formed on November 10, 2014, by the filing of the Certificate with the Delaware Secretary of State;

WHEREAS, FCT Health Holdings, LLC, a Delaware limited liability company (the “Original Member”) entered into the Limited Liability Company Agreement of the Company, dated as of November 10, 2014 (the “Original Agreement”);

WHEREAS, on December 22, 2014, the Original Member contributed to Formax Health Holdings, LLC, a Delaware limited liability company (the “Second Member”) all of the Membership Interests in the Company;

WHEREAS, the Second Member entered into the Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 22, 2014 (the “First Amended Agreement”), which amended, restated and superseded the Original Agreement in its entirety;

WHEREAS, the Second Member entered into the Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of July 31, 2015 (the “Second Amended Agreement”), which amended, restated and superseded the First Amended Agreement in its entirety;

WHEREAS, the Second Member entered into the Third Amended and Restated Limited Liability Company Agreement of the Company, dated as of October 8, 2015 (the “Third Amended Agreement”), which amended, restated and superseded the Second Amended Agreement in its entirety;

WHEREAS, Compassus Intermediate, Inc., Audax TCI, L.P. NHH Blocker Corp., Audax Private Equity Fund IV NHH Blocker Corp., CM6B Compassus, Inc., CM6C Compassus, Inc., Frazier NHH, Inc. and SAFANAD Star-3, Inc. entered into the Fourth Amended and Restated Limited Liability Company Agreement of the Company, dated as of December 31, 2019 (the “Fourth Amended Agreement”), which amended, restated and superseded the Third Amended Agreement in its entirety;

WHEREAS, pursuant to the closing of the transactions contemplated by that certain Stock and Interest Purchase Agreement dated as of September 23, 2019, the Members own all of the Membership Interests in the Company; and

WHEREAS, the Members wish to enter into this Agreement, which shall amend, restate and supersede the Fourth Amended Agreement in its entirety, to, among other things, set forth the Members' rights, obligations and duties with respect to the Company.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the Members hereby agree as follows:

ARTICLE 1 GENERAL

1.1 Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

“Affiliate” means, when used with reference to a specified Person, any Person that directly or indirectly controls or is controlled by or is under common control with the specified Person. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) means the possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, by contract or otherwise). With respect to any Person who is an individual, “Affiliates” shall also include any member of such individual's Family Group.

“Agreement” means this Fifth Amended and Restated Limited Liability Company Agreement, as originally executed and as may be amended, modified, supplemented or restated from time to time.

“Bankruptcy” means, with respect to a Member, that: (i) such Member has (A) made an assignment for the benefit of creditors; (B) filed a voluntary petition in bankruptcy; (C) been adjudged bankrupt or insolvent, or had entered against such Member an order of relief in any bankruptcy or insolvency proceeding; (D) filed a petition or an answer seeking for such Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation or filed an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Member in any proceeding of such nature; or (E) sought, consented to, or acquiesced in the appointment of a trustee, receiver or liquidator of such Member or of all or any substantial part of such Member's properties; (ii) 120 days have elapsed after the commencement of any proceeding against such Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation and such proceeding has not been dismissed; or (iii) 90 days have elapsed since the appointment without such Member's consent or acquiescence of a trustee, receiver or liquidator of such Member or of all or any substantial part of such Member's properties and such appointment has not been vacated or stayed or the appointment is not vacated within 90 days after the expiration of such stay.

“Capital Contribution” means the cash and/or agreed fair market value of any asset or property of any nature contributed by a Member to the Company pursuant to the provisions of this Agreement.

“Certificate” means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware, as such Certificate of Formation may be amended, supplemented or restated from time to time.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Delaware Act” means the Delaware Limited Liability Company Act, Delaware Code, Title 6, Sections 18-101, et seq., as amended from time to time.

“Family Group” means, with respect to any Person who is an individual, (i) such Person's spouse, siblings, former spouse, descendants (whether natural or adopted), parents and their descendants and any spouse of the foregoing persons (collectively, “relatives”), (ii) the trustee, fiduciary or personal representative of such Person and any trust solely for the benefit of such Person and/or such Person's relatives or (iii) any limited partnership, limited liability company or corporation the governing instruments of which provide that such Person shall have the exclusive, nontransferable power to direct the management and policies of such entity and of which the sole owners of partnership interests, membership interests or any other equity interests are limited to such Person and such Person's relatives.

“GCL” means the General Corporation Law of the State of Delaware, as the same may be amended from time to time.

“Majority of the Board” means, at any time, a majority of the votes attributable to the Directors who are then elected and qualified.

“Members” means each Person identified on the Members Schedule as of the Effective Date who is a party to or is otherwise bound by this Agreement and each Person who may hereafter be admitted as a Member in accordance with the terms of this Agreement. The Members shall constitute the “members” (as that term is defined in the Delaware Act) of the Company.

“Membership Interest” means the interest acquired by a Member in the Company, including such Member’s right (based on the type and class of Unit or Units held by such Member), if any, (a) to a distributive share of income, gain, loss, deduction and credits of the Company, (b) to a distributive share of the assets of the Company, (c) to vote on, consent to or otherwise participate in any decision of the Members, and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Delaware Act.

“Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a governmental entity or any department, agency or political subdivision thereof or any other entity or organization.

“Requisite Holders” means, at any time, a Member or Members that own a majority of the number of Units outstanding at such time.

“Securities Act” means the Securities Act of 1933, as amended from time to time.

“Transfer” means any direct or indirect sale, transfer, conveyance, assignment, hypothecation, gift, delivery or other disposition (other than a pledge).

“Treasury Regulations” shall mean that except where the context indicates otherwise, the final, temporary, proposed, or proposed and temporary regulations of the Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

“Unit” means a unit representing a fractional part of the Membership Interests of all of the Members and shall include all types and classes of Units; provided that any type or class of Unit shall have the designations, preferences and/or special rights set forth in this Agreement and the Membership Interests represented by such type or class of Unit shall be determined in accordance with such designations, preferences and/or special rights.

1.2 Construction. Whenever the context requires, the gender of all words used in this Agreement includes the masculine, feminine and neuter and the singular number includes the plural number and vice versa. All references to Articles and Sections refer to articles and sections of this Agreement, and all references to Schedules are to Schedules attached hereto, each of which is made a part hereof for all purposes.

ARTICLE 2 ORGANIZATION

2.1 Formation.

(a) The Certificate was prepared, executed and filed with the Secretary of State of the State of Delaware on November 19, 2014, by an “authorized person” for such purpose within the meaning of the Delaware Act, which is hereby authorized and ratified in all respects. This Agreement shall constitute the “limited liability company agreement” (as that term is used in the Delaware Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Delaware Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Delaware Act, control.

(b) Any Officer of the Company as an “authorized person” within the meaning of the Delaware Act, shall, at any time he or she becomes aware that any statement in the Certificate was false when made, that any matter described therein has changed making the Certificate false in any material respect, or that the applicable Members have approved an amendment to the Certificate in accordance with the terms hereof, promptly execute, deliver and file any and all amendments thereto and restatements thereof in accordance with the Delaware Act.

2.2 Name. The name of the Company is “FC Compassus, LLC” or such other name or names as the Board may from time to time designate; provided, that the name shall always contain the words “Limited Liability Company”, “LLC” or “L.L.C.”

2.3 Registered Office and Registered Agent. The Company shall maintain a registered office in the State of Delaware at 1209 Orange Street, Wilmington, County of New Castle, 19801

or at such other place within Delaware as the Board may designate. The name and address of the Company's registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, County of New Castle, 19801 or such other agent as the Board may from time to time designate.

2.4 Term. The term of existence of the Company shall be perpetual from the date the Certificate of Formation was filed with the Secretary of State of Delaware, unless the Company is dissolved in accordance with the provisions of this Agreement.

2.5 Purposes. The purposes and character of the business of the Company shall be to transact any or all lawful business for which limited liability companies may be organized under the Delaware Act.

2.6 Powers. The Company shall have all lawful powers and authorities necessary, suitable or convenient for the furtherance of the aforesaid purposes.

ARTICLE 3 UNITS; MEMBERSHIP

3.1 Units Generally; Membership Interests.

(a) The Membership Interests of the Members shall be represented by issued and outstanding Units, which may be divided into one or more types or classes, with each type or class having the rights and privileges, including voting rights, if any, set forth in this Agreement. The Company shall maintain a schedule of all Members from time to time, their respective mailing addresses and the Units held by them (as the same may be amended, modified or supplemented from time to time, the "Members Schedule"), a copy of which as of the Effective Date is attached hereto as Schedule A. The Members Schedule shall be amended by the Company, without any further action or approval by the Members, following any Transfer as provided by Article 9, any issuance, cancellation or other change in the Units or other equity interests of the Company in accordance with this Agreement. The Members shall have no interest in the Company other than the interests conferred by this Agreement and represented by the Units, which shall be deemed to be personal property giving only the rights conferred by this Agreement. Ownership of a Unit (or fraction thereof) shall not entitle a Member to call for a partition or division of any property of the Company or for any accounting.

(b) As of the Effective Date, the ownership interests in the Company shall be evidenced by a single class of voting ownership interests, Units, in such amounts as initially set forth on the Members Schedule.

3.2 Issuance of Units. Subject to Section 4.1, the Board may issue Units from time to time in such proportions of the entire interests in the Company as the Board shall properly approve, either for cash, services, securities, property or other value, or in exchange for other Units, and at such price and upon such terms as the Board may, subject to the terms of this Agreement, determine; provided, that no Units shall be issued to any Person unless and until such Person has executed and delivered to the Company the documents described in Section 3.4 hereof.

3.3 New Members from the Issuance of Units. In order for a Person to be admitted as a Member of the Company pursuant to the issuance of Units to such Person, such Person shall have executed and delivered to the Company a written joinder to this Agreement, in form and substance satisfactory to the Board. Upon the amendment of the Members Schedule by the Company and the satisfaction of any other applicable conditions, including the receipt by the Company of payment for the issuance of the applicable Units, such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon shall be issued his or its Units.

ARTICLE 4 CAPITAL CONTRIBUTIONS

4.1 Capital Contributions.

(a) Contemporaneously with the execution of this Agreement, each Member listed on the Members Schedule is deemed to own the number, type and class of Units in the amount set forth opposite such Member's name on the Members Schedule as in effect upon the execution of this Agreement.

(b) At any time the Member(s) may (but shall have no obligation to) make Capital Contributions to the Company; provided that any such Capital Contributions are made by all Members pro rata based upon the number of the then issued and outstanding Units, and the Members Schedule shall be amended to reflect each such Capital Contribution. Except as expressly provided herein, no Member, in its capacity as a Member, shall have the right to receive any other cash or any property of the Company.

4.2 No Withdrawal. No Member shall be entitled to withdraw any part of its Capital Contribution or to receive any distribution from the Company, except as expressly provided herein.

4.3 Loans From Members. Loans by Members to the Company shall not be considered Capital Contributions.

4.4 Status of Capital Contributions.

(a) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions, except as otherwise specifically provided in this Agreement.

(b) No Member shall be required to lend any funds to the Company or to make any additional Capital Contributions to the Company. No Member shall have any personal liability for the repayment of any Capital Contribution of any other Member.

ARTICLE 5 DISTRIBUTIONS

5.1 Generally.

(a) Subject to Section 5.2, the Board shall have sole discretion regarding the amounts and timing of distributions to the Members, in each case subject to the retention and

establishment of reserves of, or payment to third parties of, such funds as it deems necessary with respect to the reasonable business needs of the Company.

(b) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would violate Section 18-607 of the Delaware Act or other applicable law or if such distribution would violate any of the Company's debt financing agreements.

5.2 Distributions. Except as provided in Section 10.2(b), distributions to be made by the Company on any date shall be made to the Members (with such distribution to the Members to be divided among such Members pro rata in accordance with their respective number of Units).

ARTICLE 6 MANAGEMENT

6.1 Board of Directors.

(a) Establishment. There is hereby established a committee (the "Board" or the "Board of Directors") comprised of natural persons (the "Directors") having the authority and duties set forth in this Agreement. Each Director shall be designated as either a "Class A Director" or a "Class B Director". Each Class A Director shall be entitled to three votes (or such other number of votes as the Requisite Holders may specify from time to time) and each Class B Director shall be entitled to one vote. Any decisions to be made by the Board shall require the approval of a Majority of the Board. Except as provided in the immediately preceding sentence, no Director acting alone, or with any other Director or Directors, shall have the power to act for or on behalf of, or to bind the Company (including as a result of each Director being a "manager" (as that term is defined in the Delaware Act) of the Company as further provided in this Section 6.1(a)). Each Director shall be a "manager" (as that term is defined in the Delaware Act) of the Company, but, notwithstanding the foregoing, no Director shall have any rights or powers beyond the rights and powers granted to such Director in this Agreement.

(b) Powers. The business and affairs of the Company shall be managed by or under the direction of the Board. All actions outside of the ordinary course of business of the Company to be taken by or on behalf of the Company shall require the approval of a Majority of the Board.

(c) Number of Directors; Term of Office.

(i) The authorized number of Directors is, as of the Effective Date, two Class A Directors and seven Class B Directors and, hereafter the authorized number of each class of Directors may be increased or decreased by written consent of the Requisite Holders, in each case, in their sole discretion. The Directors shall be elected by the Requisite Holders and shall hold office until their respective successors are elected and qualified or until their earlier death, resignation or removal. As of the Effective Date, the Class A Directors are, and will be, Ian Sacks and Neal Moszkowski. As of the Effective Date, the Class B Directors are, and will be, [REDACTED]

(ii) The Requisite Holders may remove, at any time and with or without cause, any Director and fill the vacancy.

(iii) A Director may resign at any time by giving written notice to such effect to the Board. Any such resignation shall take effect at the time of the receipt of that notice or any later effective time specified in that notice and, unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary to make it effective. Any vacancy caused by any such resignation or by the death of any Director or any vacancy for any other reason (including due to the authorization by the Board of a newly created directorship) and not filled by the Requisite Holders may be filled by a majority of the votes of the Directors then in office, although less than a quorum, and any Director so elected to fill any such vacancy shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal; provided that such Director can be removed with or without cause and replaced by the Requisite Holders.

(d) Meetings of the Board. The Board shall meet at such time and at such place as the Board may designate. Special meetings of the Board shall be held on the call of the Chairperson, the Company's senior-most Officer, any Class A Director or any two Class B Directors upon at least two days (if the meeting is to be held in person) or twenty-four hours (if the meeting is to be held by telephone communications or video conference) written notice to all of the Directors, or upon such shorter notice as may be approved by all the Directors. Any Director shall be permitted to participate in any meeting to be held in person by participating in such meeting over the telephone or by video conference. Any Director may waive such notice as to himself or herself. A record shall be maintained by the Company of each meeting of the Board.

(i) Conduct of Meetings. Any meeting of the Directors may be held in person, telephonically or by video conference.

(ii) Quorum. A Majority of the Board shall constitute a quorum of the Board for purposes of conducting business. At all times when the Board is conducting business at a meeting of the Board, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Directors present at the meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. A Director may vote or be present at a meeting either in person or by proxy.

(iii) Attendance and Waiver of Notice. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

(iv) Actions Without a Meeting. Notwithstanding any provision contained in this Agreement, any action of the Board may be taken by written consent without a meeting. Any such action taken by the Board without a meeting shall be effective only if the consent or consents are in writing, set forth the action so taken, and are signed by the then Directors on the Board constituting a Majority of the Board.

(e) Compensation of the Directors. Directors, as such, shall not receive any stated salary for their services, but any particular Director may receive such compensation for his or her services as may be from time to time agreed upon by a Majority of the Board. In addition, a fixed sum and reimbursement for out-of-pocket expenses of attendance, if any, may be allowed for each Director for attendance at each regular or special meeting of the Board.

(f) Chairperson of the Board. The Chairperson of the Board (the "Chairperson") shall be a Director designated jointly by the Requisite Holders and shall thereafter hold such position until his or her successor is elected and qualified or until his or her earlier death, resignation or removal. At any time, the Chairperson, if any, may be removed from his or her position as Chairperson jointly by the Requisite Holders. The Chairperson, in his or her capacity as the Chairperson of the Board, shall not have any of the rights or powers of an Officer, unless he or she, in his or her capacity as a Chairperson of the Board, is appointed as an Officer. The Chairperson shall preside at all meetings of the Board and at all meetings of the Members at which he or she shall be present.

6.2 Committees of the Board. The Board may, by resolution, (i) designate from among the Directors one or more committees (including an audit committee, a compensation committee and a compliance committee), each of which shall be comprised of one or more Directors (provided that any such committee shall include at least one Class A Director, except as otherwise may be agreed by the Requisite Holders), and (ii) designate one or more of the Directors, subject to the requirement in the preceding clause (i), as alternate members of any committee, who may, subject to any limitations imposed by the Board, replace absent or disqualified Directors at any meeting of that committee. Any such committee, to the extent provided in such resolution or any such committee's charter (which charter may only be adopted, and thereafter amended, by the Board), shall have and may exercise all of the authority of the Board subject to the limitations set forth in the resolution in the establishment of, or the charter for, the committee. Any member of any such committee may be removed from such committee by a Majority of the Board or the Requisite Holders.

6.3 Bank Accounts. The Board may from time to time open bank accounts in the name of the Company, and any Officer of the Company designated by the Board, as may be determined from time to time by the Board, shall be the sole signatory or signatories thereon, unless the Board determines otherwise.

6.4 Officers.

(a) Appointment of Officers. The Board may appoint individuals as officers ("Officers") of the Company, which may include a Chairperson, Chief Executive Officer, a President, a Chief Financial Officer, a Secretary and such other officers (such as a Chief Operating Officer, a Treasurer, a General Counsel or any number of Senior Vice Presidents, Vice Presidents or Assistant Secretaries) as the Board deems advisable. No Officer need be a Member or a Director. An individual may be appointed to more than one office. No Officer of the Company shall have any rights or powers beyond the rights and powers granted to such Officer in this Agreement. The Officers of the Company as of the Effective Date are listed on the attached Schedule B. Designation of an individual as an Officer of the Company shall not of itself create any contractual or employment right for such individual.

(b) Duties of Officers Generally. Under the direction of and, at all times, subject to the authority of the Board, the Officers shall have full and complete discretion to manage and control the day-to-day business, operations and affairs of the Company in the ordinary course of its business, to make all decisions affecting the day-to-day business, operations and affairs of the Company in the ordinary course of its business and to take all such actions as they deem necessary or appropriate to accomplish the foregoing, in each case, unless the Board shall have previously restricted (specifically or generally) such powers. The Chief Executive Officer (if any) and the President (if any) shall have the power and authority to delegate to any agents or employees of the Company rights and powers of Officers of the Company to manage and control the day-to-day business, operations and affairs of the Company in the ordinary course of its business, as the Chief Executive Officer or the President may deem appropriate from time to time, in each case, unless the Board shall have previously restricted (specifically or generally) such powers.

(c) Authority of Officers. Subject to Section 6.4(b), any Officer of the Company shall have the right, power and authority to transact business in the name of the Company or to act for or on behalf of or to bind the Company. With respect to all matters within the ordinary course of business of the Company, third parties dealing with the Company may rely conclusively upon any certificate of any Officer to the effect that such Officer is acting on behalf of the Company.

(d) Removal, Resignation and Filling of Vacancy of Officers. The Board may remove any Officer, for any reason or for no reason, at any time. Any Officer may resign at any time by giving written notice to the Board, and such resignation shall take effect at the date of the receipt of such notice or any later time specified in that notice; provided that unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal or otherwise shall be filled in the manner prescribed in this Agreement for regular appointments to such office.

(e) Chief Executive Officer. Under the direction of and, at all times, subject to the authority of the Board, the Chief Executive Officer shall have general supervision over the day-to-day business, operations and affairs of the Company and shall perform such duties and exercise such powers as are incident to the office of chief executive officer of a corporation organized under the GCL. The Chief Executive Officer shall have such other powers and perform such other duties as may from time to time be prescribed by the Board.

(f) President. Under the direction of and, at all times, subject to the authority of the Board and the Chief Executive Officer (if a Chief Executive Officer has been appointed or the Chief Executive Officer is a different individual), the President, if any, shall perform such duties and exercise such powers as are incident to the office of president of a corporation organized under the GCL. In the absence of the Chief Executive Officer, the President shall perform the duties of the Chief Executive Officer. The President shall have such other powers and perform such other duties as may from time to time be prescribed by the Board.

(g) Chief Financial Officer. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Company, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital and Units, and, in general, shall perform all the duties incident to the office of the chief financial officer of a corporation organized under

the GCL. The Chief Financial Officer shall have the custody of the funds and securities of the Company, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company. The Chief Financial Officer shall have such other powers and perform such other duties as may from time to time be prescribed by the Board, the Chief Executive Officer and/or the President.

(h) Secretary. The Secretary shall: (i) use reasonable efforts to attend all meetings of the Members and the Board and keep the minutes of the meetings of the Members and the Board in one or more books provided for that purpose; (ii) cause all notices to be given by the Company are duly given in accordance with the provisions of this Agreement and as required by law; (iii) be custodian of the company records; (iv) keep a register of the addresses of each Member which shall be furnished to the Secretary by such Member; (v) have general charge of the Members Schedule; and (vi) in general perform all duties incident to the office of the secretary of a corporation organized under the GCL. The Secretary shall have such other powers and perform such other duties as may from time to time be prescribed by the Board, the Chief Executive Officer and/or the President.

(i) Other Officers. All other Officers of the Company shall have such powers and perform such duties as may from time to time be prescribed by the Board and/or the Chief Executive Officer.

6.5 Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary, no Officer that is not also an employee of the Company or any of the Company's direct or indirect subsidiaries, and none of the Directors, in each case, in their respective capacities as such, shall have any fiduciary duty, or any liability for breach of fiduciary duty, to the Company, any other Director or any other Person (including any creditor of the Company), and no implied duties, covenants or obligations shall be read into this Agreement against any such Officer or any Director in his or her capacity as such. Each Officer that is also an employee of the Company or any of the Company's direct or indirect subsidiaries, in the performance of such Officer's duties as such, shall owe to the Members duties of loyalty and care of the type owed by an officer of a corporation to the stockholders of such corporation under the laws of the State of Delaware. Notwithstanding anything contained herein to the contrary, no Director or Officer of the Company shall have any duty or obligation to bring any "corporate opportunity" to the Company unless such Director or Officer of the Company is an employee of the Company or a direct or indirect subsidiary of the Company, in which case, such Director or Officer who is an employee of the Company or a direct or indirect subsidiary of the Company shall have a duty and obligation to bring each "corporate opportunity" to the Company.

6.6 Performance of Duties; Liability of Directors and Officers. In performing his or her duties, each of the Directors and the Officers shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports, or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, profits or losses of the Company or any facts pertinent to the existence and amount of assets from which distributions to Members of the Company might properly be paid by the Company), of the following other Persons or groups: (i) one or more Officers or employees of the Company, any officer or employee of any direct or indirect subsidiary of the Company; (ii) any attorney, independent accountant, or other Person employed or engaged by the Company; or (iii) any other Person who has been selected and monitored with reasonable care by or on behalf

of the Company, in each case, as to matters which such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Delaware Act or otherwise pursuant to applicable law. No individual who is a Director or an Officer of the Company, or any combination of the foregoing, shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation, or liability of the Company, whether that liability or obligation arises in contract, tort, or otherwise, solely by reason of being a Director or an Officer of the Company or any combination of the foregoing.

6.7 Indemnification. Notwithstanding Section 6.5, the Directors and Officers of the Company (collectively, the "Protected Persons") shall not be liable, responsible or accountable for damages or otherwise to the Company or to the Members, and, to the fullest extent allowed by law, each Protected Person shall be indemnified and held harmless by the Company, including advancement of reasonable attorneys' fees and other expenses from and against all claims, liabilities, and expenses arising out of any management of the Company's affairs; provided that (i) such Protected Person's course of conduct was pursued in good faith and believed by him or her to be in the best interests of the Company and was reasonably believed by him or her to be within the scope of authority conferred on such Protected Person pursuant to this Agreement and (ii) such course of conduct did not constitute willful misconduct on the part of such Protected Person and otherwise was in accordance with the terms of this Agreement. The rights of indemnification provided in this Section 6.7 are intended to provide indemnification of the Protected Persons to the fullest extent permitted by the GCL (as existing today or as may hereafter be amended, but in the case of any such amendment, only to the extent such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment), regarding a corporation's indemnification of its directors and officers and will be in addition to any rights to which the Protected Persons may otherwise be entitled by contract or as a matter of law and shall extend to such Persons' heirs, personal representatives and assigns. The absence of any express provision for indemnification herein shall not limit any right of indemnification existing independently of this Section 6.7. The right of each Protected Person to indemnification pursuant to this Section 6.7 may be conditioned upon the delivery by such Protected Person of a written undertaking to repay such amount if such individual is determined pursuant to this Section 6.7 or adjudicated to be ineligible for indemnification, which undertaking shall be an unlimited general obligation. Indemnification under this Section 6.7 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this Section 6.7 shall be deemed contract rights, and no amendment, modification or repeal of this Section 6.7 shall have the effect of limiting or denying any such rights with respect to actions taken prior to any amendment, modification or repeal.

ARTICLE 7 MEMBERS

7.1 Limited Liability. The Members shall not be personally liable for any obligations of the Company and shall have no obligation to make any Capital Contribution to the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members, any former Members, or any current or

former Directors or Officers of the Company. The Members shall not participate in the management, direction or operation of the affairs of the Company and shall have no power to bind the Company.

7.2 No Liability to Members or the Company. Except as otherwise required by law or the provisions of this Agreement, no Member or former Member, or any of their respective equityholders, partners, members, shareholders, officers, directors, employees or agents, if any, shall be personally liable to any other Member or former Member or to the Company for (i) any action taken or omitted to be taken as a Member with respect to the Company which is not in violation of the provisions of this Agreement, except in the case of (and to the extent of) such Person's own gross negligence or willful malfeasance, (ii) any action or inaction arising from reliance in good faith upon the opinion or advice as to legal matters of legal counsel or as to accounting matters of accountants selected by any of them with reasonable care, or (iii) any action or inaction of any agent, contractor or consultant selected and monitored by any of them with reasonable care.

7.3 Indemnification of the Members. Except as otherwise required by law or the provisions of this Agreement, the Company shall indemnify the Members and former Members and their respective equityholders, partners, members, shareholders, officers, directors, employees and agents against any losses, liabilities, damages or expenses (including amounts paid for attorneys' fees, judgments and settlements in connection with any threatened, pending or completed action, suit or proceeding) to which any of such Persons may directly or indirectly become subject for action taken or omitted to be taken as a Member or in connection with any involvement with the Company, but only to the extent that such Person (i) acted in good faith, (ii) acted in a manner reasonably believed to be authorized or conferred upon such Person by this Agreement, (iii) acted in a manner reasonably believed to be in the best interests of the Company and (iv) was neither grossly negligent nor willfully malfeasant. Subject to Board approval, the Company may pay the expenses incurred by any such Person indemnifiable hereunder in connection with any proceeding in advance of the final disposition, so long as the Company receives an undertaking by such Person to repay the full amount advanced if there is a final determination (A) that such Person did not satisfy the standards set forth in any of clauses (i), (ii), (iii) and (iv) above or (B) that such Person is not entitled to indemnification as provided herein for any other reason. Notwithstanding the foregoing, the Company shall have no obligation to indemnify any Person in connection with any action, suit or proceeding between the Company and any such Person with respect to which the Company is the prevailing party.

7.4 Withdraw; Resignation. A Member shall not cease to be a Member as a result of the Bankruptcy of such Member. So long as a Member continues to own or hold any Units, such Member shall not have the ability to resign as a Member prior to the dissolution and winding up of the Company and any such resignation or attempted resignation by a Member prior to the dissolution or winding up of the Company shall be null and void. As soon as any Person who is a Member ceases to own or hold any Units, such Person shall no longer be a Member.

ARTICLE 8 TAXES

8.1 Tax Status. It is intended that the Company be classified as a disregarded entity for all U.S. federal, state and local income tax purposes.

ARTICLE 9 TRANSFER OF UNITS

9.1 Restrictions. Each Member acknowledges and agrees that such Member shall not Transfer any Unit(s) except in accordance with the provisions of this Article 9. Any attempted Transfer in violation of the preceding sentence shall be deemed null and void for all purposes, and the Company will not record any such Transfer on its books or treat any purported transferee as the owner of such Unit(s) for any purpose.

9.2 General Restrictions on Transfer.

(a) Notwithstanding anything to the contrary in this Agreement, no transferee of any Unit(s) received pursuant to a Transfer (but excluding transferees that were Members immediately prior to such a Transfer, who shall automatically become a Member with respect to any additional Units they so acquire) shall become a Member in respect of, or be deemed to have any ownership rights in, the Unit(s) so Transferred unless a Person is admitted as a Member as set forth in Section 9.3.

(b) Following a Transfer of any Unit(s) that is permitted under this Article 9, the transferee of such Unit(s) shall receive distributions under Articles 5 and 10 in respect of such Unit(s).

(c) Any Member who Transfers all of such Member's Units (i) shall cease to be a Member upon such Transfer, and (ii) shall no longer possess or have the power to exercise any rights or powers of a Member of the Company.

9.3 Procedure for Transfers. Subject in all events to the general restrictions on Transfers contained in Sections 9.1 and 9.2, a Member may Transfer all or any part of his or its Units in accordance with this Section 9.3. No Transfer of Unit(s) may be completed until the prospective transferee is admitted as a Member of the Company by executing and delivering to the Company a written joinder to this Agreement, in form and substance satisfactory to the Board. Upon the amendment of the Members Schedule by the Company and the satisfaction of any other applicable conditions, such prospective transferee shall be admitted as a Member and deemed listed as such on the books and records of the Company and thereupon the Company shall reissue the applicable Units in the name of such prospective transferee.

ARTICLE 10 DISSOLUTION AND LIQUIDATION

10.1 Dissolution. The Company shall be dissolved and its affairs wound up only upon the happening of any of the following events:

(a) Upon the election to dissolve the Company by action of the Requisite Holders; or

(b) The entry of a decree of judicial dissolution under § 18-802 of the Delaware Act; provided, that, notwithstanding anything contained herein to the contrary, no Member shall

make an application for the dissolution of the Company pursuant to § 18-802 of the Delaware Act without the unanimous approval of the Members.

Dissolution of the Company shall be effective on the day on which the event occurs giving rise to the dissolution, but the Company shall not terminate until the winding up of the Company has been completed, the assets of the Company have been distributed as provided in Section 10.2 and the Certificate shall have been canceled.

10.2 Liquidation.

(a) Upon dissolution, the Company shall be liquidated in an orderly manner. The Board shall be the liquidator(s) (the “Liquidators”) to wind up the affairs of the Company pursuant to this Agreement.

(b) The Liquidators shall liquidate the assets of the Company, and apply and distribute the proceeds of such liquidation, in the following order of priority, unless otherwise required by mandatory provisions of applicable law:

(i) the payment to the creditors of the Company, including Members, in order of priority provided by law;

(ii) to establish or add to such reserves as the Liquidators may deem necessary or appropriate; and

(iii) to the Members (with such distribution to the Members to be divided among such Members pro rata in accordance with their respective number of Units).

The reserves established pursuant to subparagraph (ii) shall be paid over by the Company to a bank or other financial institution, to be held in escrow for the purpose of paying any contingent or unforeseen liabilities or obligations and, at the expiration of such period as the Liquidators deem advisable, such reserves shall be distributed to the Members in the priorities set forth in this Section 10.2(b).

(c) In any termination or dissolution of the Company, the Company may distribute the assets of the Company to Members in cash, ratably in kind or any combination thereof. Each distribution in kind of property pursuant to Section 10.2(b)(iii) shall be distributed based upon the fair market value of such property.

(d) Distributions upon liquidation of the Company (or any Member’s interest in the Company) and related adjustments shall be made by the end of the year of the liquidation (or, if later, within ninety (90) days after the date of such liquidation).

(e) Upon completion of the distribution of the assets of the Company as provided in Section 10.2(b) hereof, the Company shall be terminated and the Liquidators shall cause the cancellation of the Certificate in the State of Delaware and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Delaware and shall take such other actions as may be necessary to terminate the Company.

(f) Each Member hereby waives any rights to partition of the assets of the Company.

ARTICLE 11 GENERAL/MISCELLANEOUS PROVISIONS

11.1 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this Agreement is effective on receipt by the Person who receives it. All notices, requests and consents to be sent to a Member must be sent to or made at the address (or facsimile number) given for that Member on the Members Schedule or such other address (or facsimile number) as that Member may specify by notice to the Company. Any notice, request or consent to the Company must be given to the Company at the Company's chief executive offices. Whenever any notice is required to be given by law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.2 Governing Law. This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Delaware, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

11.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

11.4 Effect of Waiver or Consent. A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder or with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person hereunder or with respect to the Company. Failure on the part of a Person to complain of any act of any Person or to declare any Person in default hereunder or with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

11.5 Amendment or Modification. This Agreement and the Certificate may be amended or modified from time to time, only by the prior approval of the Requisite Holders.

11.6 Binding Effect. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement is binding on and shall inure to the benefit of the Members and their respective heirs, legal representatives, successors and permitted assigns.

11.7 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all of which taken together shall constitute only one agreement.

11.8 Severability. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein (i) are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid or (ii) would cause any Member to be bound by the obligations of the Company under the laws of any state or locale as the same may now or hereafter exist, such provision or provisions shall be deemed void and of no effect.

11.9 Headings. All section headings or captions contained in this Agreement are for convenience only and shall not be deemed part of the text of this Agreement.

11.10 Parties in Interest. Nothing herein shall be construed to be to the benefit of or enforceable by any third party including, but not limited to, any creditor of the Company.

11.11 Further Assurances. The Members will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purposes of this Agreement.

11.12 Specific Performance; Remedies. The Company and the Members shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including costs of enforcement) and to exercise any and all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that the Company or any Member may in its or his sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation or threatened violation of the provisions of this Agreement. No remedy conferred upon or reserved to the Company or any Member by this Agreement is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Company or any Member hereunder or now or hereafter existing at law or in equity or by statute.

* * * * *

IN WITNESS WHEREOF, this Fifth Amended and Restated Limited Liability Company Agreement of FC Compassus, LLC has been duly executed on the day and year first above written.

MEMBERS

COMPASSUS INTERMEDIATE, INC.

By: _____
Name: Bradley Wear
Title: Chief Financial Officer

Schedule A

**FC Compassus, LLC
(as of January 1, 2020)**

<u>Name of Member</u>	<u>Number of Units</u>
Compassus Intermediate, Inc.	<u>10,000</u>
Total	<u><u>10,000</u></u>

Addresses of Members

If to any Member to (addressed in such Member's name):

c/o TowerBrook Capital Partners L.P.
Park Avenue Tower
65 East 55th Street, 19th Floor
New York, NY 10022

Schedule B

**Officers of FC Compassus, LLC
(as of January 1, 2020)**

James Deal	Chief Executive Officer
Russell Adkins	General Counsel and Secretary
Brad Wear	Chief Financial Officer