

Table of Contents**CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS****Stockholders Agreement**

In connection with the 2014 Equity Recapitalization, Holdings entered into a stockholders agreement (the "Stockholders Agreement") with New Omaha and other stockholders named therein. The Stockholders Agreement contains, among other things, the agreement among the stockholders to restrict their ability to transfer shares of Class B common stock of Holdings, as well as rights of first offer, tag-along rights, drag-along rights and preemptive rights, all of which restrictions and rights will terminate upon consummation of this offering. Upon consummation of the HoldCo Merger, we expect to become a party to the Stockholders Agreement as a successor to Holdings.

Registration Rights Agreement

In connection with the 2007 Merger, Holdings entered into a registration rights agreement (the "Registration Rights Agreement") with New Omaha, KKR and other investors named therein. Subject to certain conditions, the Registration Rights Agreement provides KKR with an unlimited number of "demand" registrations, and all holders of registrable securities thereunder with customary "piggyback" registration rights. The Registration Rights Agreement also provides that we will pay certain expenses of these holders relating to such registrations and indemnify them against certain liabilities which may arise under the Securities Act. Upon consummation of the HoldCo Merger, we expect to become a party to the Registration Rights Agreement as a successor to Holdings.

Management Stockholders' Agreement

In connection with the 2007 Merger, Holdings and New Omaha entered into management stockholders' agreements ("Management Stockholders' Agreements") with certain of our senior executive officers and other employees who made an equity investment in or were granted equity based awards in Holdings.

The Management Stockholders' Agreements provide that the shares of common stock of Holdings held by management stockholders are generally freely transferable subject to Holdings' right of first refusal. Upon the earlier of a change in control transaction or the consummation of this offering, a management stockholder is required to notify Holdings prior to any transfer of shares of common stock to a third party and to make an irrevocable offer to sell such shares to Holdings on substantially the same terms and conditions as the proposed transfer to the third party. If Holdings does not exercise its right of first refusal or arrange for the purchase of all shares of common stock proposed to be transferred, then the selling management stockholder may sell all shares of common stock to such third party on terms no less favorable than those offered to Holdings. The Management Stockholders' Agreements also provide limited "piggyback" registration rights to certain members of our executive committee and contain certain lock-up provisions in the event that any shares are offered to the public pursuant to an effective registration statement under the Securities Act. Upon consummation of the HoldCo Merger, we expect to become a party to the Management Stockholders' Agreements as a successor to Holdings. See "—Registration Rights Agreement."

Management Agreement

In connection with the 2007 Merger, we entered into a management agreement with KKR (the "Management Agreement") pursuant to which KKR provides advisory services to us and receives fees and reimbursements of related out-of-pocket expenses. The Management Agreement terminates automatically upon the consummation of an initial public offering, including this offering, unless KKR determines otherwise. The Management Agreement provides that KKR is entitled to a termination fee based on the net present value of future payment obligations under the Management Agreement in the event of an initial public offering or under certain other circumstances. The Management Agreement will terminate automatically upon the consummation of this