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(g) Notwithstanding anything to the contrary in this Section 10.1, but subject to Section 10.1(h), an exchanging Member may, in lieu of exchanging Units for Class A Stock, offer to sell all or a portion of such Member's Units and Class B Stock as described in any particular Exchange Notice for the Cash Amount. Upon the delivery of an Exchange Notice that includes an offer to sell for the Cash Amount, the Company shall have the option, exercisable in its sole and absolute discretion by delivery of a written notice (a "Cash Redemption Notice"), to elect to purchase for the Cash Amount all or a portion of the Units so offered. Parent may, it is sole and absolute discretion, deliver written notice (a "Cash Election Notice") in accordance with, and subject to the terms of, this Section 10.1(g), to elect to purchase for the Cash Amount all of such offered Units and shares of Class B Stock described in the Exchange Notice that the Company has not elected to purchase pursuant to a Cash Redemption Notice. The Company and/or Parent shall each pay to the exchanging Member the portion of the Cash Amount (in immediately available funds) allocable to the Units to be purchased by it, whereupon the Company and/or Parent shall acquire the Units and Class B Stock offered for exchange by the exchanging Member and the Company and/or Parent shall be treated for all purposes of this Agreement as the owner of the number of such Units allocable to the portion of the Cash Amount paid by it. For the avoidance of doubt, the Company shall not have an option to deliver a Cash Redemption Notice and Parent may not deliver a Cash Election Notice or otherwise elect to purchase the Units that are the subject of an Exchange Notice for the Cash Amount without such exchanging Member's consent. Any Class A Stock delivered to the exchanging Member in connection with such exchange shall comply with the provisions of Sections 10.1(e) and (f) above. Notwithstanding the foregoing, any acquisition by Parent of Units and shares of Class B Stock that would otherwise be exchanged for shares of Class A Stock in connection with and sold in a Parent Offer shall be for the same amount and type of consideration that the Member would have received in such Parent Offer. For purposes of this Section 10.1, "Cash Amount" means (A) only if the Exchange Notice for the relevant exchange provides that the exchange is to be contingent upon the consummation of a purchase by another Person (whether in a tender or exchange offer, underwritten offering or otherwise) of shares of the Class A Stock, the amount and type of cash or other property (or combination of types of property) to which the exchanging Member would be entitled to receive in such purchase; or (B) otherwise, the amount of cash per share of Class A Stock equal to the Volume Weighted Average Price of such share of Class A Stock on the date that the Exchange Notice is delivered to the Company. Parent may only pay the Cash Amount from (i) proceeds of offerings of a number of shares of Class A Stock equal to the number of Units covered by such Exchange Notice or (ii) Distributions under Section 4.1.

(h) Notwithstanding any other provision of this Agreement, if a Disposition Event is approved and consummated in accordance with applicable Law, at the request of the Company (or following such Disposition Event, its successor) or Parent (or following such Disposition Event, its successor), each Member shall be required to exchange with Parent, at any time and from time to time after, or simultaneously with, the consummation of such Disposition Event, all of such Member's Units and shares of Class B Stock as provided herein; provided that, in the event of a Disposition Event intended to qualify as a reorganization within the meaning of Section 368(a) of the Code or as a transfer described in Section 351(a) or Section 721 of the Code the Members shall not be required to exchange their Units and shares of Class B Stock in connection with such Disposition Event unless the holders (other than Parent and its Subsidiaries) of Units are permitted to exchange their Units in a transaction that is expected to permit such exchange without current recognition of gain in excess of gain that would be recognized if their Units had been previously exchanged for Class A stock in a non-taxable transaction, based on a "should" or "will" level opinion from independent tax counsel of recognized standing and expertise. For the avoidance of doubt in connection with a Disposition Event, in no event shall the holders (other than Parent and its Subsidiaries) of Units be entitled to receive aggregate consideration for each Unit that is greater or less than the consideration payable in respect of each share of Class A Stock.

(i) No exchange pursuant to this Section 10.1 shall impair the right of the exchanging Member to receive any Distributions payable on the Units so exchanged in respect of a record date or other date of entitlement pursuant to this Agreement that occurs prior to the Exchange Date for such exchange. For the avoidance of doubt, no exchanging Member shall be entitled to receive both Distributions on Units exchanged by such Member and distributions on Parent Common Stock received by such Member in such exchange, in respect of a single record date.

10.2 Tender Offers and Other Events with Respect to Parent. In the event that a tender offer, share exchange offer, issuer bid, take-over bid, recapitalization or similar transaction with respect to Class A Stock (a "Parent Offer") is proposed by Parent or is proposed to Parent or its stockholders and approved by the board of directors of Parent or is otherwise effected or to be effected with the consent or approval of the board of directors of Parent, the holders (other than Parent) of Units and shares of Class B Stock shall be permitted to participate in such Parent Offer by delivery of a contingent Exchange Notice in accordance with the last sentence of Section 10.1(c). Without limiting the foregoing, Parent will use its reasonable best efforts expeditiously and in good faith to take all such actions and do all such things as are necessary or desirable to enable and permit the holders (other than Parent and its Subsidiaries) of Units and shares of Class B Stock to participate in such Parent Offer to the same extent or on an economically equivalent basis as the holders of shares of Class A Stock without discrimination; provided that, without limiting the generality of this sentence, Parent will use its reasonable best efforts expeditiously and in good faith to permit such holders of Units to participate (at their option) in each such Parent Offer (or, if so required, to cause any exchange of Units in connection therewith to be effective only upon, and conditioned upon, the closing of such Parent Offer and, only to the extent necessary, to require the tender or deposit Units and shares of Class B Stock pursuant to a Parent Offer in accordance with the last sentence of Section 10.1(c), or, as applicable, to the extent necessary to exchange the number of Units being repurchased). Nothing in this Section 10.2 shall affect the ability of the parties to effect a purchase of Units by Parent as provided in Section 10.1(g), upon the closing of such Parent Offer for the amount per share and type of cash or other property as is paid for the Class A Stock in a Parent Offer. For the avoidance of doubt, in no event shall the holders (other than Parent and its Subsidiaries) of Units and shares of Class B Stock be entitled to receive in such Parent Offer aggregate consideration for each Unit and corresponding share of Class B Stock that is greater or less than the consideration payable in respect of each share of Class A Stock in connection with a Parent Offer.

ARTICLE XI

ADMISSION OF MEMBERS

11.1 Substituted Members. Subject to the provisions of ARTICLE IX hereof, in connection with the Permitted Transfer of a Unit hereunder, the transferee shall become a substituted Member ("Substituted Member") on the effective date of such Transfer, which effective date shall not be earlier than the date of compliance with the conditions to such Transfer, and such admission shall be shown on the books and records of the Company.

11.2 Additional Members. Subject to the provisions of ARTICLE IX hereof, a Person may be admitted to the Company as an additional Member ("Additional Member") only upon furnishing to the Manager (a) counterparts of this Agreement and any applicable Other Agreements and (b) such other documents or instruments as may be reasonably necessary or appropriate to effect such Person's admission as a Member. Such admission shall become effective on the date on which that such condition has been satisfied.

ARTICLE XII

WITHDRAWAL AND RESIGNATION OF MEMBERS

12.1 Withdrawal and Resignation of Members. No Member shall have the power or right to withdraw or otherwise resign as a Member from the Company prior to the dissolution and winding up of the Company pursuant to this ARTICLE XII. Any Member, however, that attempts to withdraw or otherwise resign as a Member from the Company without the prior written consent of the Manager upon or following the dissolution and winding up of the Company pursuant to this ARTICLE XII, but prior to such Member receiving the full amount of Distributions from the Company to which such Member is entitled pursuant to this ARTICLE XII shall be liable to the Company for all damages (including all lost profits and special, indirect and consequential damages) directly or indirectly caused by the withdrawal or resignation of such Member. Upon a Transfer of all of a Member's Units in a Transfer permitted by this Agreement, subject to the provisions of Section 9.5, such Member shall cease to be a Member.

ARTICLE XIII

DISSOLUTION AND LIQUIDATION

13.1 Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substituted Members or the attempted withdrawal or resignation of a Member. The Company shall dissolve, and its affairs shall be wound up, upon:

(a) the unanimous decision of the Members that then hold Units to dissolve the Company; or

(b) the entry of a decree of judicial dissolution of the Company under Section 35-5 of the Delaware Act or an administrative dissolution under Section 18-802 of the Delaware Act. Except as otherwise set forth in this ARTICLE XIII, the Company is intended to have perpetual existence. An Event of Withdrawal shall not cause a dissolution of the Company and the Company shall continue in existence subject to the terms and conditions of this Agreement.

13.2 Liquidation and Termination. On dissolution of the Company, the Manager shall act as liquidator or may appoint one or more Persons as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Delaware Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidators shall continue to operate the Company properties with all of the power and authority of the Manager. The steps to be accomplished by the liquidators are as follows:

(a) as promptly as possible after dissolution and again after final liquidation, the liquidators shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(b) the liquidators shall cause the notice described in the Delaware Act to be mailed to each known creditor of and claimant against the Company in the manner described thereunder;

(c) the liquidators shall pay, satisfy or discharge from Company funds, or otherwise make adequate provision for payment and discharge thereof (including, without limitation, the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may reasonably determine): first, all expenses incurred in liquidation; and second, all of the debts, liabilities and obligations of the Company; and

(d) all remaining assets of the Company shall be distributed to the Members in accordance with Section 4.1 by the end of the Taxable Year during which the liquidation of the Company occurs (or, if later, by ninety (90) days after the date of the liquidation).

13.3 Deferment; Distribution in Kind. Notwithstanding the provisions of Section 13.2, but subject to the order of priorities set forth therein, if upon dissolution of the Company the liquidators determine that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss (or would otherwise not be beneficial) to the Members, the liquidators may, in their sole discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy Company liabilities (other than loans to the Company by Members) and reserves. Subject to the order of priorities set forth in Section 13.2, the liquidators may, in their sole discretion, distribute to the Members, in lieu of cash, either (a) all or any portion of such remaining Company assets in-kind in accordance with the provisions of Section 13.2(d), (b) as tenants in common and in accordance with the provisions of Section 13.2(d), undivided interests in all or any portion of such Company assets or (c) a combination of the foregoing. Any such Distributions in kind shall be subject to (a) such conditions relating to the disposition and management of such assets as the liquidators deem reasonable and equitable and (b) the terms and conditions of any agreements governing such assets (or the operation thereof or the holders thereof) at such time.

13.4 Cancellation of Certificate. On completion of the distribution of Company assets as provided herein, the Company is terminated (and the Company shall not be terminated prior to such time), and the Manager (or such other Person or Persons as the Delaware Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 13.4.

13.5 Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Sections 13.2 and 13.3 in order to minimize any losses otherwise attendant upon such winding up.

13.6 Return of Capital. The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to the Members (it being understood that any such return shall be made solely from Company assets).

ARTICLE XIV

[INTENTIONALLY OMITTED]

ARTICLE XV

GENERAL PROVISIONS

15.1 Confidentiality. The Manager and each of the Members agree to hold the Company's Confidential Information in confidence and may not use such information except in furtherance of the business of the Company or as otherwise authorized separately in writing by the Manager. "Confidential Information" as used herein includes, but is not limited to, ideas, financial product structuring, business strategies, innovations and materials, all aspects of the Company's business plan, proposed operation and products, corporate structure, financial and organizational information, analyses, proposed partners, software code and system and product designs, employees and their identities, equity ownership, the methods and means by which the Company plans to conduct its business, all trade secrets, trademarks, tradenames and all intellectual property associated with the Company's business. With respect to the Manager and each Member, Confidential Information does not include information or material that: (a) is rightfully in the possession of the Manager or such Member at the time of disclosure by the Company; (b) becomes part of public knowledge, not as a result of any action or inaction of the Manager or such Member, respectively, in violation of this Agreement; (c) is approved for release by written authorization of the CEO of the Company; (d) is disclosed to the Manager or such Member or their representatives by a third party not, to the knowledge of the Manager or such Member, respectively, in violation of any obligation of confidentiality owed to the Company with respect to such information; (e) is or becomes independently developed by the Manager or such Member or their respective representatives without use or reference to the Confidential Information; or (f) as is required to be disclosed by order of a Governmental Entity, or by subpoena, summons or legal process, or by Law (provided that, to the extent permitted by Law, any Member required to make such disclosure shall provide to the Manager prompt notice of such disclosure).

15.2 Amendments. Subject to the following sentence, this Agreement may be amended or modified only in writing signed by both the Manager and the Members holding a majority of the Units. Notwithstanding the foregoing, (A) no amendment or modification to any of the terms and conditions of this Agreement which terms and conditions expressly require the approval or action of certain Persons (or a requisite number or specified percentage thereof) may be made without obtaining the consent of the requisite number or specified percentage of such Persons who are entitled to approve or take action on such matter and (B) without the consent of each Member affected thereby, no amendment shall:

(i) modify the limited liability of any Member, or increase the liabilities or obligations of any Member;

(ii) alter or change any rights, preferences, privileges, duties, liabilities or obligations relative to any Units (other than immaterial changes) in a manner that is different or prejudicial relative to those of any other Units; or

(iii) alter or change (A) any rights of holders of Units under Section 10.1 or Section 10.2, or (B) the terms of Section 3.2, in each case without the prior approval of Members holding a majority the Units held by Members other than Parent and their Subsidiaries.

Notwithstanding the foregoing provisions of this Section 15.2, (i) the Manager, acting alone, may amend this Agreement, including Schedule I, to reflect the admission of new Members, Transfers of Units and the issuance of additional Units or Equity Securities, each as provided by the terms of this Agreement, and, subject to Section 10.1(a), subdivisions or combinations of Units made in compliance with the terms of this Agreement, and (ii) any amendment that adversely affects the right, preferences, privileges, duties, liabilities or obligations of a group or class of the Members relative to any other Members will require the consent of a majority in interest of the Members so affected.

No waiver of any provision or default under, nor consent to any exception to, the terms of this Agreement or any agreement contemplated hereby shall be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

15.3 Title to Company Assets. Company assets shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. The Company shall hold title to all of its property in the name of the Company and not in the name of any Member. All Company assets shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company assets is held. The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for, or in payment of, any individual obligation of any Member.

15.4 Addresses and Notices. Any notice provided for in this Agreement will be in writing and will be either personally delivered, or received by certified mail, return receipt requested, or sent by reputable overnight courier service (charges prepaid) to the address set forth below, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder when delivered personally or sent by telecopier (provided confirmation of transmission is received), three (3) days after deposit in the U.S. mail and one (1) day after deposit with a reputable overnight courier service. The Company's address is:

To the Company or Parent:

The Tempus Group Holdings, LLC
133 Waller Mill Road, Suite 400
Williamsburg, VA 23185

Attn: Scott Terry and Jack Gulbin
Telephone: (757) 243-8164
Facsimile: (757) 969-6168
E-mail: sterry@tempusjets.com
jgulbin@tempusjets.com

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

Morrison & Foerster LLP
1650 Tysons Boulevard, Suite 400
McLean, Virginia 22102

Attention: Charles W. Katz, Esq.
Lawrence T. Yanowitch, Esq.
Telephone: (703) 760-7318
Facsimile:(703) 760-7777
E-mail: ckatz@mofo.com
lyanowitch@mofo.com

To the Orion Members:

at the applicable address for such Member as set forth in the Company's records

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

Alston & Bird LLP
101 S. Tryon Street, Suite 4000
Charlotte, NC 28280

Attention: Gary C. Ivey, Esq.
T. Scott Kummer, Esq.
Telephone: (704) 444-1000
Facsimile: (704) 444-1111
E-mail: gary.ivey@alston.com
scott.kummer@alston.com

15.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

15.6 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in Company Distributions, capital or property other than as a secured creditor.

15.7 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.

15.8 Counterparts. This Agreement may be executed in separate counterparts, each of which will be an original and all of which together shall constitute one and the same agreement binding on all the parties hereto.

15.9 Applicable Law. This Agreement 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. Any dispute relating hereto shall be heard in the state or federal courts of the State of Delaware, and the parties agree to jurisdiction and venue therein.

15.10 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

15.11 Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking such actions as may be necessary or appropriate to achieve the purposes of this Agreement.

15.12 Delivery by Electronic Transmission. This Agreement and any signed agreement or instrument entered into in connection with this Agreement or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of an electronic transmission, including by a facsimile machine or via email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of electronic transmission by a facsimile machine or via email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

15.13 Right of Offset. Whenever the Company is to pay any sum to a Member, any amounts that such Member owes to the Company or any of its Subsidiaries as previously determined pursuant to a final judgment by a court of competent jurisdiction not otherwise subject to appeal may be deducted from that sum before payment.

15.14 Entire Agreement. This Agreement, those documents expressly referred to herein (including the Equity Transfer and Acquisition Agreement and the other documents contemplated thereby) embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

15.15 Remedies. Each Member shall have all rights and remedies set forth in this Agreement and all rights and remedies which such Person has been granted at any time under any other agreement or contract and all of the rights which such Person has under any law. Any Person having any rights under any provision of this Agreement or any other agreements contemplated hereby shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law.

15.16 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word “including” in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. Wherever required by the context, references to a Fiscal Year shall refer to a portion thereof. The use of the words “or,” “either” and “any” shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly 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 of the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Agreement as of the date first written above.

COMPANY:

THE TEMPUS GROUP HOLDINGS, LLC

By:
Name:
Title:

MEMBERS:

THE TEMPUS GROUP, INC.

By:
Name:
Title:

Benjamin Scott Terry

John G. Gulbin III

Joshua Paul Allen

JGG 2011 IRREVOCABLE TRUST

By:
Name: John G. Gulbin III
Title: Family Trustee

BST 2011 IRREVOCABLE TRUST

By:
Name: Benjamin Scott Terry
Title: Family Trustee

EARLY VENTURES, LLC

By:
Name:
Title:

SCHEDULE I

Schedule of Members

Member	Units

EXHIBIT D

FORM OF RESTRUCTURING AGREEMENT

Restructuring Agreement

dated as of July 15, 2014

By and Among

Jackson River Aviation, LLC,

Early Ventures, LLC,

Orion Air Group Holdings, LLC,

Jet Stream Capital LLC,

Benjamin Scott Terry,

BST 2011 Irrevocable Trust,

JGG 2011 Irrevocable Trust,

Joshua Paul Allen,

John G. Gulbin III and

Tempus Intermediate Holdings, LLC

Restructuring Agreement

This Restructuring Agreement, dated as of July 15, 2014 (the "Restructuring Agreement"), is made by and among Jackson River Aviation, LLC, a Nevada limited liability company ("JR"), Orion Air Group Holdings, LLC, a Nevada limited liability company ("OAH"), Jet Stream Capital LLC, a Connecticut limited liability company ("JSC"), Early Ventures, LLC, a South Carolina limited liability company ("EV"), Benjamin Scott Terry, an individual residing in the state of Virginia ("BST"), John G. Gulbin, III, an individual residing in the state of Connecticut ("JGG"), the BST 2011 Irrevocable Trust ("BSTTrust"), the JGG 2011 Irrevocable Trust ("JGGTrust"), Joshua Paul Allen, an individual residing in the state of Arizona ("JPA", and, together with JSC, EV, BST, JGG, BSTTrust, and JGGTrust, the "Members") and Tempus Intermediate Holdings, LLC, a Delaware limited liability company ("Holdco"). Terms not defined herein have the meaning set forth in that certain Equity Transfer and Acquisition Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among The Tempus Group Holdings, LLC ("Buyer"), Chart Acquisition Corp. ("Parent"), Holdco, the Members and the Warrant Offerors party thereto (as defined in the Purchase Agreement).

Whereas, JR, OAH, JSC and the Members own, directly or indirectly, all of the issued and outstanding membership interests of (i) JRA Flight Solutions, LLC, d/b/a AeroFlight Solutions ("AFS"), (ii) Tempus Marketing and Media, LLC ("TMM"), (iii) Tempus Aerospace, LLC ("TAero"), (iv) Tempus Flight Solutions, LLC ("TFS"), (v) Tempus Jet Centers, LLC ("TJC"), (vi) Tempus Jet Centers II, LLC ("TJC2"), (vii) Tempus Jet Centers III, LLC ("TJC3") and (viii) Tempus Aircraft Sales & Service, LLC ("TASS", and, collectively, the "Companies" and each a "Company") (the membership interests of the Companies held by Holdco are collectively referred to herein as the "Contributed Interests").

Now, Therefore, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained and the other transaction documents, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

Artical I

Restructuring Transactions

1.1 Contributions. Each of the parties hereto hereby acknowledges and agrees that, effective at and as of 11:59 PM on the second (2nd) Business Day following receipt of the consents and approvals of third parties (including lenders) set forth on Schedule 1.1 (the "Effective Time"):

(a) Tempus Jet Centers Contribution. BST shall contribute the BST-TJC Interests as set forth on Exhibit A hereto to Holdco pursuant to the Contribution Agreement attached hereto as Exhibit C, and JSC shall contribute the JSC-TJC Interests set forth on Exhibit A hereto to Holdco hereto pursuant to the Contribution Agreement attached hereto as Exhibit D, such that each of TJC, TJC2 and TJC3 become a wholly owned subsidiary of Holdco.

(b) Tempus Aerospace Contribution. JSC shall contribute the JSC-TA Interests set forth on Exhibit A hereto to Holdco pursuant to the Contribution Agreement attached hereto as Exhibit D, and JR shall contribute the JR-TA Interests set forth on Exhibit A hereto to Holdco pursuant to the Contribution Agreement attached hereto as Exhibit E, such that TAero becomes a wholly owned subsidiary of Holdco.

(c) JRA Flight Solutions and TMM Contribution. (i) JR shall contribute the JR Interests as set forth on Exhibit A hereto to Holdco pursuant to the Contribution Agreement attached hereto as Exhibit E and (ii) EV hereby shall contribute the EV Interests set forth on Exhibit A hereto to Holdco pursuant to the Contribution Agreement attached hereto as Exhibit F, such that each of AFS and TMM become a wholly owned subsidiary of Holdco.

(d) Tempus Aircraft Sales and Service Contribution. JGGTrust shall contribute the JGGTrust Interests set forth on Exhibit A hereto to Holdco pursuant to the Contribution Agreement attached hereto as Exhibit G, and BSTTrust shall contribute the BSTTrust Interests set forth on Exhibit A hereto to Holdco pursuant to the Contribution Agreement attached hereto as Exhibit H, such that TASS becomes a wholly owned subsidiary of Holdco.

(e) Tempus Flight Solutions Contribution. OAH shall contribute the OAH Interests set forth on Exhibit A hereto to Holdco pursuant to the Contribution Agreement attached hereto as Exhibit I, and JPA shall contribute the JPA Interests set forth on Exhibit A hereto to Holdco pursuant to the Contribution Agreement attached hereto as Exhibit J, such that TFS becomes a wholly owned subsidiary of Holdco.

1.2 Distributions. Each of the parties hereto hereby acknowledges and agrees that:

(a) OAH Distribution. Immediately following the consummation of the transactions set forth in Section 1.1 above, OAH will own 11,732 issued and outstanding Units (as defined in the LLC Agreement, "Units") of Holdco (the "OAH Holdco Units") and shall, effective immediately following the consummation of the transactions contemplated by Section 1.1, distribute (i) 50% of the OAH Holdco Units to BST and (ii) 50% of the OAH Holdco Units to JSC pursuant to the Distribution Agreement attached hereto as Exhibit K, such that OAH will cease to own any OAH Holdco Units.

(b) JSC Distribution. Immediately following the consummation of the transactions set forth in Section 1.1 and 1.2(a) above, JSC will own 420,009 Units in Holdco (the "JSC Holdco Units") and shall, effective immediately following the consummation of the transactions contemplated by Section 1.2(a), distribute 100% of the JSC Holdco Units to JGG pursuant to the Distribution Agreement attached hereto as Exhibit L, such that JSC will cease to own any JSC Holdco Units (or, for the avoidance of doubt, any OAH Holdco Units).

(c) JR Distribution. Immediately following the consummation of the transactions set forth in Section 1.1 above, JR will own 306,430 Units in Holdco (the "JR Holdco Units") and shall, effective immediately following the consummation of the transactions contemplated by Section 1.2(b), distribute 100% of the JR Holdco Units to BST pursuant to the Distribution Agreement attached hereto as Exhibit M, such that JR will cease to own any JR Holdco Units.

1.3 Capitalization of Holdco. The undersigned parties to this Restructuring Agreement hereby acknowledge and agree that:

(a) The Units of Holdco issued and outstanding immediately prior to the Effective Time shall, automatically by virtue of the actions set forth in Sections 1.1 and 1.2 and without any action of the part of the holder thereof, be cancelled and retired and shall cease to exist without payment of any consideration therefor.

(b) Immediately following the actions set forth in Sections 1.1 and 1.2, the issued and outstanding Units of Holdco will be held by the Persons set forth on Exhibit B, with each such Person holding the Units in Holdco set forth opposite such Person's name on Exhibit B, and each such Person shall be admitted as a member of Holdco. By executing and delivering this Restructuring Agreement, each such Person agrees to and accepts all of the terms and conditions of the Limited Liability Company Agreement of Holdco (the "LLC Agreement") attached hereto as Exhibit N and shall be deemed to have executed and delivered a counterpart signature page to the LLC Agreement.

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1.4 Following the completion of the actions set forth in Sections 1.1 and 1.2 above, Holdco will cause each Company to adopt a Limited Liability Company Agreement substantially in the form attached hereto as Exhibit O.

1.5 Promptly following the completion of the actions set forth in Sections 1.1 and 1.2 above, Holdco will consummate an internal restructuring, pursuant to which Holdco will contribute its ownership interests in certain Companies to limited liability holding companies to be formed in connection with such restructuring, such that, following such restructuring, the corporate structure will be as set forth on Exhibit P.

Article II

Tax

2.1 Tax Matters. The Tax year of each of the Companies and their Subsidiaries, other than the Company, if any, required to be treated as for income tax purposes as continuing after the transactions set forth in Section 1.1 (any such Company, the "Continuing Company"), as determined by the Members' Representative (as defined in the Purchase Agreement) in connection with preparation of tax returns pursuant to Section 6.5(a) of the Purchase Agreement, shall end as of the Effective Time, and each of Companies and their Subsidiaries, from and after the Effective Time, shall be “disregarded” as an entity separate from Holdco. Holdco will be treated for federal income Tax purposes as a continuation of the Continuing Company. Profits and losses of Holdco will be allocated to the members of Holdco in accordance with the LLC Agreement.

Article III

General Provisions

3.1 Interpretive Matters. Unless otherwise expressly provided in this Agreement, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) 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.

(b) Headings. 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.

(c) 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.

(d) 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.

3.2 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

3.3 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable.

3.4 Entire Agreement; Amendment. This Agreement (including the Exhibits hereto) supersedes all prior agreements between the parties with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreements between the parties with respect to their subject matter. This Agreement and any provision hereof may not be amended or waived except in the case of an amendment, in writing and signed by the parties hereto, or in the case of a waiver, by the party against whom the waiver is to be effective.

3.5 No Agreement Until Executed. Irrespective of negotiations among the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute or be deemed to evidence a contract or other arrangement or understanding among the parties hereto unless and until this Agreement is executed and delivered by the parties hereto.

3.6 Further Assurances. Each of the parties hereto shall, from time to time, at the request of another party, execute, acknowledge and deliver to such other party any and all further instruments, documents and other payments which may be necessary, appropriate or advisable to give full force and effect to the provisions of this Agreement.

3.7 Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and, except as expressly set forth in Section 3.8, is not intended to confer upon any other Person any rights or remedies hereunder, and may be executed in two or more counterparts, which together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

3.8 Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

[Signatures Appear on Following Page]

In Witness Whereof, the parties hereto have caused this Restructuring Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

Jackson River Aviation, LLC

By:
Name: Benjamin Scott Terry
Title: Manager

Tempus Intermediate Holdings, LLC

By:
Name: John G. Gulbin III
Title: Manager

Orion Air Group Holdings, LLC

By:
Name: Benjamin Scott Terry
Title: Manager

Jet Stream Capital LLC

By:
Name: John G. Gulbin III
Title: Manager

BST 2011 Irrevocable Trust

By:
Name: Benjamin Scott Terry
Title: Family Trustee

JGG 2011 Irrevocable Trust

By:
Name: John G. Gulbin III
Title: Family Trustee

Benjamin Scott Terry

John G. Gulbin III

[Signatures continue on following page]

Early Ventures, LLC

By:
Name: Sheldon Early
Title:

[Signatures continue on following page]

Joshua Paul Allen

Signature Page to Restructuring Agreement

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EXHIBIT E

FORM OF REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made as of [ ], among The Tempus Group, Inc., a Delaware corporation (the "Company"), each Person listed on Schedule I attached hereto (the "Initial Investors" and, together with any Additional Investors, the "Investors").

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Definitions. Unless otherwise set forth below or elsewhere in this Agreement, other capitalized terms contained herein have the meanings set forth in the LLC Agreement.

"Additional Investor" has the meaning set forth in Section 9.

"Agreement" has the meaning set forth in the Preamble.

"Class A Common Stock" means the class A common stock, par value $0.0001 per share, of the Company.

"Company" has the meaning set forth in the Preamble.

"Demand Registrations" means a registration requested pursuant to Section 2.

"Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, or any successor federal law then in force, together with all rules and regulations promulgated thereunder.

"FINRA" means the Financial Industry Regulatory Authority.

"Free Writing Prospectus" means a free-writing prospectus, as defined in Rule 405.

"Holdback Period" has the meaning set forth in Section 4(a)(i).

"Indemnified Parties" has the meaning set forth in Section 7(a).

"Initial Investors" has the meaning set forth in the Preamble.

"Investors" has the meaning set forth in the Preamble.

"Joinder" means a joinder to this Agreement in the form of Exhibit A attached hereto.

"LLC Agreement" means that certain Amended and Restated Limited Liability Company Agreement of The Tempus Group Holdings, LLC, dated on or about the date hereof.

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“Lock-Up Liquidity Amount” means 250,000 shares of Class A Common Stock.

“Lock-Up Period” has the meaning set forth in Section 4(a).

“Long-Form Registration” means a registration on Form S-1 or any similar long-form registration statement; provided, however, that a registration on Form S-1 or any similar long-form registration statement filed during the Lock-Up Period in order to effect the rights of holders to transfer Registrable Securities up to the Lock-Up Liquidity Amount, shall not be deemed a Long-Form Registration for purposes of the limitations thereon in Section 2(a) hereof.

“Permitted Transferee” means, with respect to an Investor, such Investor’s spouse, any lineal ascendants or descendants or trusts or other entities in which such Investor or such Investor’s spouse, lineal ascendants or descendants hold (and continue to hold while such trusts or other entities hold Class A Common Stock) 75% or more of such entity’s beneficial interests.

“Piggyback Registrations” has the meaning set forth in Section 3(a).

“Public Offering” means any sale or distribution by the Company and/or holders of Registrable Securities to the public of Class A Common Stock pursuant to an offering registered under the Securities Act.

“Registrable Securities” means (i) any Class A Common Stock issued to the Initial Investors (or their Permitted Transferees) pursuant to the LLC Agreement, and (ii) any Specified Common. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when they have been (a) sold or distributed pursuant to a Public Offering, (b) sold in compliance with Rule 144, or (c) repurchased by the Company or a Subsidiary of the Company. For purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities, and the Registrable Securities shall be deemed to be in existence, whenever such Person has the right to acquire, directly or indirectly, such Registrable Securities (upon conversion, exercise or exchange in connection with a transfer of securities or otherwise, but disregarding any restrictions or limitations upon the exercise of such right), whether or not such acquisition has actually been effected, and such Person shall be entitled to exercise the rights of a holder of Registrable Securities hereunder; provided, that a holder of Registrable Securities may only request that Registrable Securities in the form of Class A Common Stock be registered pursuant to this Agreement.

“Registration Expenses” has the meaning set forth in Section 6(a).

“Rule 144,” “Rule 158,” “Rule 405” and “Rule 415” mean, in each case, such rule promulgated under the Securities Act (o any successor provision) by the Securities and Exchange Commission, as the same shall be amended from time to time, or any successor rule then in force.

“Sale Transaction” has the meaning set forth in Section 4(b)(i)(A).

“Securities Act” means the Securities Act of 1933, as amended from time to time, or any successor federal law then in force, together with all rules and regulations promulgated thereunder.

"Shelf Registration" has the meaning set forth in Section 2(b).

"Short-Form Registration" means a registration on Form S-3 (including pursuant to Rule 415) or any similar short-form registration statement.

"Specified Common" has the meaning set forth in Section 9.

"Suspension Period" has the meaning set forth in Section 5(a)(vi).

"Violation" has the meaning set forth in Section 7(a).

Section 2. Demand Registrations.

(a) Requests for Registration. Subject to the terms and conditions of this Agreement, the holders of Registrable Securities shall be entitled to direct that the Company register the sale of all or any portion of their Registrable Securities under the Securities Act. Short-Form Registrations shall be unlimited in number, but the Company shall not be obligated to effect more than two (2) Long-Form Registrations in any eighteen (18) month period.

(b) Short-Form Registrations. Demand Registrations shall be Short-Form Registrations whenever the Company is permitted to use any applicable short form and if the managing underwriters (if any) agree to the use of a Short-Form Registration. The Company shall use its reasonable best efforts to make Short-Form Registrations available for the sale of Registrable Securities. If the holders of a majority of the Registrable Securities request that a Short-Form Registration be filed pursuant to Rule 415 (a "Shelf Registration") and the Company is qualified to do so, the Company shall use its reasonable best efforts to cause the Shelf Registration to be declared effective under the Securities Act as soon as practicable after filing, and once effective, the Company shall cause the Shelf Registration to remain effective for a period ending on the earlier of (i) the date on which all Registrable Securities included in such registration have been sold or distributed pursuant to the Shelf Registration or (ii) the date as of which all of the Registrable Securities included in such registration are able to be sold without limitation or restriction within a three (3) month period in compliance with Rule 144. If thereafter for any reason the Company becomes ineligible to utilize Form S-3, the Company shall prepare and file with the Securities and Exchange Commission a registration statement or registration statements on such form that is available for the sale of Registrable Securities.

(c) Long-Form Registrations. A registration shall not count as a Long-Form Registration for purposes of the last sentence of Section 2(a) unless (i) at least 75% of the Registrable Securities requested to be included in such registration by the requesting holders have been registered and (ii) such registration has become effective in accordance with the Securities Act; provided, that if a Long-Form Registration is withdrawn by the holders of Registrable Securities who requested such registration prior to the time it has become effective for reasons other than the disclosure of information concerning the Company that is materially adverse to the Company or the trading price of the Class A Common Stock (which disclosure is made by the Company after the date that such registration is requested pursuant to Section 2(a)), such Long-Form Registration shall count as a Long-Form Registration for purposes of the last sentence of Section 2(a) unless the holders of Registrable Securities who requested such registration reimburse the Company for all of the Registration Expenses incurred by the Company prior to such withdrawal.

(d) Priority on Demand Registrations. If a Demand Registration is an underwritten offering and the managing underwriters advise the Company in writing that in their opinion the number of Registrable Securities and other securities requested to be included in such offering exceeds the number of Registrable Securities and other securities, if any, which can be sold therein without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company shall include in such registration prior to the inclusion of any securities which are not Registrable Securities the number of Registrable Securities requested to be included which, in the opinion of such underwriters, can be sold, without any such adverse effect, pro rata among the respective holders thereof on the basis of the amount of Registrable Securities owned by each such holder.

(e) Procedures and Restrictions on Demand Registrations. Each request for a Demand Registration shall specify the approximate number of Registrable Securities requested to be registered and the intended method of distribution. Within ten (10) days after receipt of any such request, the Company shall give written notice of the Demand Registration to all other holders of Registrable Securities and, subject to the terms of Section 2(d), shall include in such Demand Registration (and in all related registrations and qualifications under state blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within fifteen (15) days after the receipt of the Company's notice. The Company shall not be obligated to effect any Demand Registration, including any Shelf Registration, if (i) the holders of Registrable Securities, together with the holders of any other securities of the Company entitled to inclusion in such registration, propose to sell Registrable Securities and such other securities (if any) at an aggregate price to the public (net of any underwriters' discounts or commissions) of less than $5,000,000; provided, that the foregoing limitation shall not be applicable to a Demand Registration during the Lock-Up Period to effect the rights of holders to register the sale of Registrable Securities up to the Lock-Up Liquidity Amount, or (ii) within one hundred eighty (180) days after the effective date of a previous Demand Registration or a previous registration in which Registrable Securities were included pursuant to Section 3 in which, in either case, there was no reduction in the number of Registrable Securities requested to be included. The Company may postpone, for up to ninety (90) days from the date of the request, the filing or the effectiveness of a registration statement for a Demand Registration, if the Company's board of directors determines in its reasonable good faith judgment that not postponing such Demand Registration (i) would interfere with a material corporate transaction or (ii) would require the disclosure of material non-public information concerning the Company that at the time is not, in the reasonable good faith judgment of the Company's board of directors, in the best interest of the Company to disclose and is not, in the opinion of the Company's legal counsel, otherwise required to be disclosed.

(f) Other Registration Rights. The Company represents and warrants that it is not a party to, or otherwise subject to, any other agreement, except for the Registration Rights Agreement, dated as of December 13, 2012, by and among the Company, Chart Acquisition Group LLC, Cowen Overseas Investment LP and certain other security holders, granting registration rights to any other Person with respect to any Class A Common Stock. Except as provided in this Agreement, the Company shall not grant to any Persons the right to request the Company to register any Class A Common Stock, or any securities convertible or exchangeable into or exercisable for Class A Common Stock, without the prior written consent of the holders of a majority of the Registrable Securities; provided, that the Company may grant rights to other Persons to participate in Piggyback Registrations so long as such rights are subordinate in all respects to the rights of the holders of Registrable Securities with respect to such Piggyback Registrations as set forth in Section 3(c) and Section 3(d).

Section 3. Piggyback Registrations.

(a) Right to Piggyback. Whenever the Company proposes to register any of its securities under the Securities Act (other than (i) pursuant to a Demand Registration, or (ii) in connection with registrations on Form S-4 or S-8 promulgated by the Securities and Exchange Commission or any successor or similar forms) and the registration form to be used may be used for the registration of Registrable Securities (a "Piggyback Registration"), the Company shall give prompt written notice to all holders of Registrable Securities of its intention to effect such Piggyback Registration and, subject to the terms of Section 3(c) and Section 3(d), shall include in such Piggyback Registration (and in all related registrations or qualifications under blue sky laws and in any related underwriting) all Registrable Securities with respect to which the Company has received written requests for inclusion therein within fifteen (15) days after delivery of the Company's notice.

(b) Piggyback Expenses. The Registration Expenses of the holders of Registrable Securities shall be paid by the Company in all Piggyback Registrations, whether or not any such registration became effective.

(c) Priority on Primary Registrations. If a Piggyback Registration is an underwritten primary registration on behalf of the Company, and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company shall include in such registration (i) first, the securities the Company proposes to sell, (ii) second, the Registrable Securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect, pro rata among the holders of such Registrable Securities on the basis of the number of shares owned by each such holder, and (iii) third, other securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

(d) Priority on Secondary Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of holders of the Company's Securities (who have registration rights with respect thereto permitted under the terms of this Agreement), and the managing underwriters advise the Company in writing that in their opinion the number of securities requested to be included in such registration exceeds the number which can be sold in such offering without adversely affecting the marketability, proposed offering price, timing or method of distribution of the offering, the Company shall include in such registration (i) first, the securities requested to be included therein by the holders requesting such registration which, in the opinion of the underwriters, can be sold without any such adverse effect, (ii) second, the Registrable Securities requested to be included in such registration, pro rata among the holders of such Registrable Securities on the basis of the number of shares owned by each such holder which, in the opinion of the underwriters, can be sold without any such adverse effect and (iii) third, other securities requested to be included in such registration which, in the opinion of the underwriters, can be sold without any such adverse effect.

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Section 4. Lock-Up and Holdback Agreements.

(a) Lock-Up. Each of the Investors and their Permitted Transferees agrees to comply with the following provisions with respect to the Class A Common Stock:

(i) Until the earlier of (1) one year after the date hereof or earlier if, subsequent to the date hereof, the last sales price of Class A Common Stock equals or exceeds $12.00 per share (as adjusted for stock splits, stock dividends, reorganizations, recapitalizations and the like) for any 20 trading days within any 30-trading day period commencing at least 150 days after the date hereof, or (2) the date on which the Company consummates a liquidation, merger, stock exchange or other similar transaction that results in all of the Company's stockholders having the right to exchange their shares of Class A Common Stock for cash, securities or other property (such applicable period being the "Lock-Up Period"), the holders of Registrable Securities shall not (x) sell, offer to sell, contract or agree to sell, hypothecate, pledge, encumber, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, with respect to Registrable Securities, (y) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Registrable Securities, whether any such transaction is to be settled by delivery of Class A Common Stock or other securities, in cash or otherwise, or (z) agree or publicly announce any intention to effect any transaction specified in the foregoing (x) or (y).

(ii) Notwithstanding the foregoing paragraph (a), (w) each holder may transfer shares of Registrable Securities to a Permitted Transferee thereof prior to the expiration of the Lock-Up Period if such Permitted Transferee agrees in writing for the benefit of the Company to be bound by the transfer restrictions set forth in this Section 4(a), (x) each holder may, to the extent permitted by applicable law, hypothecate, pledge or encumber Registrable Securities on or after the 6-month anniversary hereof and prior to the expiration of the Lock-Up Period, to secure borrowings used to pay taxes payable by such holder by reason of the receipt of the Per Company Unit Consideration in connection with the consummation of the Equity Transfer (as each such term is defined in the Equity Transfer and Acquisition Agreement (as defined in the LLC Agreement), (y) each holder may, to the extent permitted by applicable law, hypothecate, pledge or encumber Registrable Securities prior to the expiration of the Lock-Up Period, to secure borrowings used to make cash indemnification payments pursuant to the Equity Transfer and Acquisition Agreement and (z) each holder may transfer prior to the expiration of the Lock-Up Period up to a number of Registrable Securities (in the form of Class A Common Stock), in aggregate, as is equal to such holder's pro rata portion of the Lock-Up Liquidity Amount on the basis of the amount of Registrable Securities owned by each such holder on the date hereof.

(b) Holdback Agreements.

(i) Holders of Registrable Securities. If requested by the Company, each holder of Registrable Securities participating in an underwritten Public Offering shall enter into lock-up agreements or arrangements with the managing underwriter(s) of such Public Offering (in addition to the arrangement set forth in Section 4(a) hereof, in such form as is reasonably requested by such managing underwriter(s). In addition to any such lock-up agreement or arrangement with the managing underwriter(s), each holder of Registrable Securities agrees as follows:

(A) In connection with any underwritten Public Offering and without the prior written consent of the underwriters managing such Public Offering, such holder shall not, for a period ending one hundred eighty (180) days following the date of the final prospectus (the "Holdback Period") relating to such Public Offering, (x) offer, hypothecate, pledge, encumber sell, contract, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Class A Common Stock or other securities of the Company or (y) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of owning Class A Common Stock or other securities of the Company, whether any such transaction described in clause (x) or (y) above is to be settled by delivery of Class A Common Stock or such other securities, in cash or otherwise (each such transaction, a "Sale Transaction").

(B) The foregoing clause (i)(A) shall not apply to (w) transactions relating to shares of Class A Common Stock or other securities acquired in open market transactions, provided, that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with transfers or dispositions of such shares of Class A Common Stock or other securities acquired in such open market transactions (other than a filing on Form 5 made after the expiration of the Holdback Period), or (x) transfers to a Permitted Transferee of such holder, or (y) transfers that are bona fide gifts, or (z) distributions by a trust to its beneficiaries, provided, that in the case of any transfer or distribution pursuant to clause (x), (y), or (z), (1) each transferee, donee or distributee shall agree in writing to be bound by lock-up provisions substantially the same as the lock-up provisions agreed to by such holder and (2) no such transfer or distribution in (x), (y), or (z) shall be permitted if it shall require a filing under Section 16(a) or Section 13(d) of the Exchange Act, reporting a reduction in beneficial ownership of shares of Class A Common Stock, and no such filing under Section 16(a) or Section 13(d) of the Exchange Act shall be voluntarily made during the Holdback Period.

The Company may impose stop-transfer instructions with respect to the shares of Class A Common Stock (or other securities) subject to the restrictions set forth in this Section 4(a) until the end of the Holdback Period.

(ii) The Company. In the event of any Holdback Period occurring in connection with the exercise by a party to this Agreement of its registration rights with respect to Registrable Securities pursuant to Section 2, the Company (A) shall not file any registration statement for a Public Offering or cause any such registration statement to become effective during any Holdback Period, and (B) shall use its reasonable best efforts to cause (x) each holder of at least 5% of its Class A Common Stock, or any securities convertible into or exchangeable or exercisable for at least 5% of its Class A Common Stock (on a fully-diluted basis), purchased from the Company at any time after the date of this Agreement (other than in a Public Offering) and (y) each of its directors and executive officers, to agree not to effect any Sale Transaction during any Holdback Period, except as part of such underwritten registration, if otherwise permitted, unless the underwriters managing the Public Offering otherwise agree in writing.

(iii) The foregoing limitations of this Section 4 shall not apply to a registration in connection with an employee benefit plan or in connection with any type of acquisition transaction of or exchange offer by the Company.

(c) Notwithstanding any provision of this Agreement to the contrary (but subject to the provisions of Section 11 hereof applicable to the Transfer of Registrable Securities), neither this Section 4, nor any other provision of this Agreement shall restrict or limit the right or ability of any Investor or Permitted Transferee under the LLC Agreement to effect a Transfer of Units (and Class B Stock), including, but not limited to, an exchange of Units (and Class B Stock) for Class A Stock (as such terms are defined in the LLC Agreement) as and to the extent permitted under the terms and provisions of the LLC Agreement.

Section 5. Registration Procedures.

(a) Whenever the holders of Registrable Securities have requested that any Registrable Securities be registered pursuant to this Agreement, the Company shall use its reasonable best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as expeditiously as possible:

(i) in accordance with the Securities Act and all applicable rules and regulations promulgated thereunder, prepare and file with the Securities and Exchange Commission a registration statement, and all amendments and supplements thereto and related prospectuses, with respect to such Registrable Securities and use its reasonable best efforts to cause such registration statement to become effective (provided, that before filing a registration statement or prospectus or any amendments or supplements thereto, the Company shall furnish to the counsel selected by the holders of a majority of the Registrable Securities covered by such registration statement copies of all such documents proposed to be filed, which documents shall be subject to the review and comment of such counsel);

(ii) notify each holder of Registrable Securities of (A) the issuance by the Securities and Exchange Commission of any stop order suspending the effectiveness of any registration statement or the initiation of any proceedings for that purpose, (B) the receipt by the Company or its counsel of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose and (C) the effectiveness of each registration statement filed hereunder;

(iii) prepare and file with the Securities and Exchange Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period ending when all of the securities covered by such registration statement have been disposed of in accordance with the intended methods of distribution by the sellers thereof set forth in such registration statement (but in any event not before the expiration of any longer period required under the Securities Act or, if such registration statement relates to an underwritten Public Offering, such longer period as in the opinion of counsel for the underwriters a prospectus is required by law to be delivered in connection with sale of Registrable Securities by an underwriter or dealer) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

(iv) furnish to each seller of Registrable Securities thereunder such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus), each Free Writing Prospectus and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(v) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or blue sky laws of such jurisdictions as any seller reasonably requests and do any and all other acts and things which may be reasonably necessary or advisable to enable such seller to consummate the disposition in such jurisdictions of the Registrable Securities owned by such seller; provided, that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph or (B) consent to general service of process in any such jurisdiction;

(vi) notify each seller of such Registrable Securities (A) promptly after it receives notice thereof, of the date and time when such registration statement and each post-effective amendment thereto has become effective or a prospectus or supplement to any prospectus relating to a registration statement has been filed and when any registration or qualification has become effective under a state securities or blue sky law or any exemption thereunder has been obtained; (B) promptly after receipt thereof, of any request by the Securities and Exchange Commission for the amendment or supplementing of such registration statement or prospectus or for additional information and (C) at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the prospectus included in such registration statement contains an untrue statement of a material fact or omits any fact necessary to make the statements therein not misleading, and, at the request of any such seller, the Company shall prepare a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein not misleading; provided, that at any time, upon written notice to the participating holders of Registrable Securities, the Company may delay the filing or effectiveness of any registration statement or suspend the use or effectiveness of any registration statement (the "Suspension Period") (and the holders of Registrable Securities hereby agree not to offer or sell any Registrable Securities pursuant to such registration statement during the Suspension Period) if the Company determines in its reasonable good faith judgment that postponement of such registration would be in the best interest of the Company including where the registration might require disclosure of any matter such as a potential business transaction or other matter; provided, that the Company may only exercise its right to institute a Suspension Period twice in any calendar year and for no more than one hundred twenty (120) days in the aggregate in any calendar year;

(vii) use reasonable best efforts to cause all such Registrable Securities to be listed on any securities exchange on which similar securities issued by the Company are then listed;

(viii) use reasonable best efforts to provide a transfer agent and registrar for all such Registrable Securities not later than the effective date of such registration statement;

(ix) enter into and perform a customary underwriting agreement, if applicable;

(x) make available for inspection by any seller of Registrable Securities, any underwriter participating in any disposition pursuant to such registration statement and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate and business documents and properties of the Company as shall be necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors, employees, agents, representatives and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement;

(xi) take all reasonable actions to ensure that any Free-Writing Prospectus utilized in connection with any registration hereunder complies in all material respects with the Securities Act, is filed in accordance with the Securities Act to the extent required thereby, is retained in accordance with the Securities Act to the extent required thereby and, when taken together with the related prospectus, shall not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(xii) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Securities and Exchange Commission, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158;

(xiii) permit any holder of Registrable Securities to participate in the preparation of such registration or comparable statement and to allow such holder to propose language for insertion therein, in form and substance satisfactory to the Company, which in the reasonable judgment of such holder and its counsel should be included;

(xiv) in the event of the issuance of any stop order suspending the effectiveness of a registration statement, or the issuance of any order suspending or preventing the use of any related prospectus or suspending the qualification of any Registrable Securities included in such registration statement for sale in any jurisdiction, use reasonable best efforts promptly to obtain the withdrawal of such order;

(xv) use its reasonable best efforts to cause such Registrable Securities covered by such registration statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the sellers thereof to consummate the disposition of such Registrable Securities;

(xvi) cooperate with the holders of Registrable Securities covered by the registration statement and the managing underwriter or agent, if any, to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legends) representing securities to be sold under the registration statement and enable such securities to be in such denominations and registered in such names as the managing underwriter, or agent, if any, or such holders may request;

(xvii) cooperate with each holder of Registrable Securities covered by the registration statement and each underwriter or agent, if any, participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(xviii) use its reasonable best efforts to make available the executive officers of the Company to participate with the holders of Registrable Securities and any underwriters in any "road shows" or other selling efforts that may be reasonably requested by the holders in connection with the methods of distribution for the Registrable Securities;

(xix) use its reasonable best efforts to obtain one or more cold comfort letters from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by cold comfort letters; and

(xx) use its reasonable best efforts to provide a legal opinion of the

Company's outside counsel in customary form and covering such matters of the type customarily covered by such legal opinion, dated the effective date of such registration statement.

(b) The Company shall not undertake any voluntary act that could be reasonably expected to cause a Violation or result in delay or suspension under Section 5(a)(vi). During any Suspension Period, and as may be extended hereunder, the Company shall use its reasonable best efforts to correct or update any disclosure causing the Company to provide notice of the Suspension Period and to file and cause to become effective or terminate the suspension of use or effectiveness, as the case may be, the subject registration statement. In the event that the Company shall exercise its right to delay or suspend the filing or effectiveness of a registration hereunder, the applicable time period during which the registration statement is to remain effective shall be extended by a period of time equal to the duration of the Suspension Period. The Company may extend the Suspension Period for an additional consecutive sixty (60) days with the consent of the holders of a majority of the Registrable Securities registered under the applicable registration statement, which consent shall not be unreasonably withheld. If so directed by the Company, all holders of Registrable Securities registering shares under such registration statement shall (i) not offer to sell any Registrable Securities pursuant to the registration statement during the period in which the delay or suspension is in effect after receiving notice of such delay or suspension and (ii) use their reasonable best efforts to deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such holders' possession, of the prospectus relating to such Registrable Securities current at the time of receipt of such notice.

Section 6. Registration Expenses.

(a) The Company's Obligation. All expenses incident to the Company's performance of or compliance with this Agreement (including, without limitation, all registration, qualification and filing fees, fees and expenses of compliance with securities or blue sky laws, printing expenses, messenger and delivery expenses, fees and disbursements of custodians, and fees and disbursements of counsel for the Company and all independent certified public accountants, underwriters (excluding underwriting discounts and commissions) and other Persons retained by the Company) (all such expenses being herein called "Registration Expenses"), shall be borne by the Company except as otherwise expressly provided in this Agreement. Without limiting the generality of the foregoing the Company shall, in any event, pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review and the expenses and fees for listing the securities to be registered on each securities exchange on which similar securities issued by the Company are then listed. Each Person that sells securities pursuant to a Demand Registration or Piggyback Registration hereunder shall bear and pay all underwriting discounts and commissions, if any, applicable to the securities sold for such Person's account.

(b) Counsel Fees and Disbursements. In connection with each Demand Registration and each Piggyback Registration, the Company shall reimburse the holders of Registrable Securities included in such registration for the reasonable fees and disbursements of one counsel chosen by the holders of a majority of the Registrable Securities included in such registration.

(c) Security Holders. To the extent any Registration Expenses are to be borne by the holders of Registrable Securities and not the Company under the terms of this Agreement, each holder of securities included in any registration hereunder shall pay those Registration Expenses allocable to the registration of such holder's securities so included, and any Registration Expenses not so allocable shall be borne by all sellers of securities included in such registration (including the Company, as applicable) in proportion to the aggregate selling price of the securities to be so registered.

Section 7. Indemnification and Contribution.

(a) By the Company. The Company shall indemnify and hold harmless, to the extent permitted by law, each holder of Registrable Securities, such holder's officers, directors employees, agents and representatives, and each Person who controls such holder (within the meaning of the Securities Act) (the "Indemnified Parties") against all losses, claims, actions, damages, liabilities and expenses (including with respect to actions or proceedings, whether commenced or threatened, and including reasonable attorney fees and expenses) caused by, resulting from, arising out of, based upon or related to any of the following statements, omissions or violations (each a "Violation") by the Company: (i) any untrue or alleged untrue statement of material fact contained in (a) any registration statement, prospectus, preliminary prospectus or Free-Writing Prospectus, or any amendment thereof or supplement thereto or (b) any application or other document or communication (in this Section 7, collectively called an "application") executed by or on behalf of the Company or based upon written information furnished by or on behalf of the Company filed in any jurisdiction in order to qualify any securities covered by such registration under the securities laws thereof; (ii) any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading or (iii) any violation or alleged violation by the Company of the Securities Act or any other similar federal or state securities laws or any rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any such registration, qualification or compliance. In addition, the Company will reimburse such Indemnified Party for any legal or any other expenses reasonably incurred by them in connection with investigating or defending any such losses. Notwithstanding the foregoing, the Company shall not be liable in any such case to the extent that any such losses result from, arise out of, are based upon, or relate to an untrue statement or alleged untrue statement, or omission or alleged omission, made in such registration statement, any such prospectus, preliminary prospectus or Free-Writing Prospectus or any amendment or supplement thereto, or in any application, in reliance upon, and in conformity with, written information prepared and furnished in writing to the Company by an Indemnified Party expressly for use therein or by an Indemnified Party's failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto after the Company has furnished such Indemnified Party with a sufficient number of copies of the same.

(b) By Each Security Holder. In connection with any registration statement in which a holder of Registrable Securities is participating, each such holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the extent permitted by law, shall indemnify the Company, its officers, directors, employees, agents and representatives, and each Person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses resulting from any untrue or alleged untrue statement of material fact contained in the registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by or on behalf of such holder; provided, that the obligation to indemnify shall be individual, not joint and several, for each holder and shall be limited to the net amount of proceeds (before taxes) received by such holder from the sale of Registrable Securities pursuant to such registration statement.

(c) Claim Procedure. Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided, that the failure to give prompt notice shall impair any Person's right to indemnification hereunder only to the extent such failure has prejudiced the indemnifying party) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicted indemnified parties shall collectively have a right to retain one separate counsel, chosen by the holders of a majority of the Registrable Securities of the conflicted indemnified parties, at the expense of the indemnifying party.

(d) Contribution. If the indemnification provided for in this Section 7 is held by a court of competent jurisdiction to be unavailable to, or is insufficient to hold harmless, an indemnified party or is otherwise unenforceable with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party in lieu of indemnifying such indemnified party hereunder shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other hand in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations; provided, that the maximum amount of liability in respect of such contribution shall be limited, in the case of each seller of Registrable Securities, to an amount equal to the net proceeds actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just or equitable if the contribution pursuant to this Section 7(d) were to be determined by pro rata allocation or by any other method of allocation that does not take into account such equitable considerations. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses referred to herein shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending against any action or claim which is the subject hereof. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who is not guilty of such fraudulent misrepresentation.

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(e) Release. No indemnifying party shall, except with the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation. Notwithstanding anything to the contrary in this Section 7, an indemnifying party shall not be liable for any amounts paid in settlement of any loss, claim, damage, liability, or action if such settlement is effected without the consent of the indemnifying party, such consent not to be unreasonably withheld, conditioned or delayed.

(f) Non-exclusive Remedy; Survival. The indemnification and contribution provided for under this Agreement shall be in addition to any other rights to indemnification or contribution that any indemnified party may have pursuant to law or contract and shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of Registrable Securities and the termination or expiration of this Agreement. Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with an underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

Section 8. Underwritten Registrations.

(a) Selection of Underwriters. The Company shall determine whether the offering pursuant to any registration under this Agreement is underwritten. In any Piggyback Registration, the Company shall have the right to select the investment banker(s) and manager(s) of the offering in its sole discretion and, in any Demand Registration, the Company shall have the right to select the investment banker(s) and manager(s) of the offering subject to the consent of the holders of a majority of the Registrable Securities to be included in such offering, such consent not to be unreasonably withheld, conditioned or delayed.

(b) Participation. No Person may participate in any registration hereunder which is underwritten unless such Person (i) agrees to sell such Person’s securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements (including, without limitation, pursuant to any over-allotment or “green shoe” option requested by the underwriters; provided, that no holder of Registrable Securities shall be required to sell more than the number of Registrable Securities such holder has requested to include) and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

(c) Suspended Distributions. Each Person that is participating in any registration under this Agreement, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 5(a)(vi)(C), shall immediately discontinue the disposition of its Registrable Securities pursuant to the registration statement until such Person's receipt of the copies of a supplemented or amended prospectus as contemplated by Section 5(a)(vi)(C). In the event the Company has given any such notice, the time period during which a Registration Statement is to remain effective shall be extended by the number of days during the period from and including the date of the giving of such notice pursuant to this Section 8(c) to and including the date when each seller of Registrable Securities covered by such registration statement shall have received the copies of the supplemented or amended prospectus.

Section 9. Additional Investors. The Company may require or permit any Person who acquires Class A Common Stock or rights to acquire Class A Common Stock from the Company after the date hereof to become a party to this Agreement by obtaining an executed Joinder from such Person (each, an "Additional Investor"). Upon the execution and delivery of a Joinder by an Additional Investor, the Class A Common Stock so acquired by or issuable to such Person (the "Specified Common") shall be Registrable Securities.

Section 10. Current Public Information. At all times after the Company has filed a registration statement with the Securities and Exchange Commission pursuant to the requirements of either the Securities Act or the Exchange Act, the Company shall file all reports required to be filed by it under the Securities Act and the Exchange Act and shall take such further action as any holder or holders of Registrable Securities may reasonably request, all to the extent required to enable such holders to sell Registrable Securities pursuant to Rule 144. Upon request, the Company shall deliver to any holder of Restricted Securities a written statement as to whether it has complied with such requirements.

Section 11. Transfer of Registrable Securities.

(a) Restrictions on Transfers. Notwithstanding anything to the contrary contained herein, except in the case of (i) a transfer to the Company, (ii) a transfer by an Investor to one of its Permitted Transferees, (iii) a Public Offering, or (iv) a sale pursuant to Rule 144, prior to transferring any Registrable Securities to any Person (including, without limitation, by operation of law), the transferring Investor shall cause the prospective transferee to execute and deliver to the Company a Joinder agreeing to be bound by the terms of this Agreement. Any transfer or attempted transfer of any Registrable Securities in violation of any provision of this Agreement shall be void, and the Company shall not record such transfer on its books or treat any purported transferee of such Registrable Securities as the owner thereof for any purpose.

(b) Legend. Each certificate evidencing any Registrable Securities and each certificate issued in exchange for or upon the transfer of any Registrable Securities (unless such Registrable Securities would no longer be Registrable Securities after such transfer) shall be stamped or otherwise imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON TRANSFER AND OTHER PROVISIONS SET FORTH IN A REGISTRATION RIGHTS AGREEMENT DATED AS OF _____ AMONG THE ISSUER OF SUCH SECURITIES (THE "COMPANY") AND CERTAIN OF THE COMPANY'S STOCKHOLDERS, AS AMENDED. A COPY OF SUCH REGISTRATION RIGHTS AGREEMENT WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

The Company shall imprint such legend on certificates evidencing Registrable Securities outstanding prior to the date hereof. The legend set forth above shall be removed from the certificates evidencing any securities that have ceased to be Registrable Securities.

Section 12. General Provisions.

(a) Termination. Except with respect to the indemnification and contribution provisions contained in Section 7, the rights granted to an Investor (or a Permitted Transferee) pursuant to this Agreement shall terminate and forthwith become null and void in full on the earliest to occur of (i) the date on which such Investor (or Permitted Transferee) ceases to beneficially own any Registrable Securities and (ii) the later of (x) the seventh anniversary of the date of this Agreement, and (y) the date Rule 144 or another similar exemption under the Securities Act is available for the sale of all of the shares beneficially owned by such Investor (or Permitted Transferee) without limitation and restriction during a three (3) month period without registration.

(b) Amendments and Waivers. Except as otherwise provided herein, the provisions of this Agreement may be amended, modified or waived only with the prior written consent of the Company and holders of a majority of the Registrable Securities. The failure or delay of any Person to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such Person thereafter to enforce each and every provision of this Agreement in accordance with its terms. A waiver or consent to or of any breach or default by any Person in the performance by that Person of his, her or its obligations under this Agreement shall not be deemed to be 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 under this Agreement.

(c) Remedies. The parties to this Agreement shall be entitled to enforce their rights under this Agreement specifically (without posting a bond or other security), to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that a breach of this Agreement would cause irreparable harm and money damages would not be an adequate remedy for any such breach and that, in addition to any other rights and remedies existing hereunder, any party shall be entitled to specific performance and/or other injunctive relief from any court of law or equity of competent jurisdiction (without posting any bond or other security) in order to enforce or prevent violation of the provisions of this Agreement.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited, invalid, illegal or unenforceable in any respect under any applicable law or regulation in any jurisdiction, such prohibition, invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement in such jurisdiction or in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such prohibited, invalid, illegal or unenforceable provision had never been contained herein.

(e) Entire Agreement. Except as otherwise provided herein, this Agreement contains the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

(f) Successors and Assigns. Except as otherwise provided herein, this Agreement shall bind and inure to the benefit and be enforceable by the Company and its successors and assigns and the holders of Registrable Securities and their respective successors and permitted assigns (whether so expressed or not). In addition, whether or not any express assignment has been made, the provisions of this Agreement which are for the benefit of purchasers or holders of Registrable Securities are also for the benefit of, and enforceable by, any subsequent holder of Registrable Securities.

(g) Notices. All notices, demands or other communications to be given under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when delivered personally to the recipient; (ii) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient but, if not, then on the next business day; (iii) one (1) business day after it is sent to the recipient by reputable overnight courier service (charges prepaid) or (iv) three (3) days after it is mailed to the recipient by first class mail, return receipt requested. Such notices, demands and other communications shall be sent to the Company at the address specified below and to any holder of Registrable Securities or to any other party subject to this Agreement at such address as indicated beneath such party's signature hereto, or at such address or to the attention of such other Person as the recipient party has specified by prior written notice to the sending party. Any party may change its address for receipt of notice by providing prior written notice of the change to the sending party. The Company's address is:

The Tempus Group, Inc.
c/o The Chart Group, L.P.
75 Rockefeller Plaza, 14th Floor
New York, NY 10019
Attention: Joseph Wright
Telephone: (212) 350-8205
Facsimile: (212) 350-8299
E-mail: jwright@chartgroup.com

with a copy to:

Morrison & Foerster LLP
1650 Tysons Boulevard, Suite 400
McLean, Virginia 22102
Attention: Lawrence T. Yanowitch, Esq.
Charles W. Katz, Esq.
Lawrence R. Bard, Esq.
Telephone: (703) 760-7318
Facsimile: (703) 760-7777
E-mail: lyanowitch@mofo.com
ckatz@mofo.com
lbard@mofo.com

or to such other address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party.

(h) Business Days. If any time period for giving notice or taking action hereunder expires on a day which is a Saturday, Sunday or legal holiday in the state in which the Company's chief executive office is located, the time period shall automatically be extended to the business day immediately following such Saturday, Sunday or legal holiday.

(i) Governing Law. All issues and questions concerning the construction, validity, interpretation and enforcement of this Agreement and the exhibits and schedules hereto 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.

(j) MUTUAL WAIVER OF JURY TRIAL. AS A SPECIFICALLY BARGAINED FOR INDUCEMENT FOR EACH OF THE PARTIES HERETO TO ENTER INTO THIS AGREEMENT (AFTER HAVING THE OPPORTUNITY TO CONSULT WITH COUNSEL), EACH PARTY HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS AGREEMENT OR THE MATTERS CONTEMPLATED HEREBY.

(k) CONSENT TO JURISDICTION AND SERVICE OF PROCESS. EACH OF THE PARTIES IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH OF THE PARTIES HERETO FURTHER AGREES THAT SERVICE OF ANY PROCESS, SUMMONS, NOTICE OR DOCUMENT BY U.S. REGISTERED MAIL TO SUCH PARTY'S RESPECTIVE ADDRESS SET FORTH ABOVE SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY ACTION, SUIT OR PROCEEDING WITH RESPECT TO ANY MATTERS TO WHICH IT HAS SUBMITTED TO JURISDICTION IN THIS PARAGRAPH. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF THIS AGREEMENT, ANY RELATED DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND HEREBY AND THEREBY FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION, SUIT OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

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(l) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The use of the word "including" in this Agreement shall be by way of example rather than by limitation.

(m) No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party.

(n) Counterparts. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same agreement.

(o) Electronic Delivery. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent executed and delivered by means of a photographic, photostatic, facsimile or similar reproduction of such signed writing using a facsimile machine or electronic mail shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic mail to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic mail as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

(p) Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each holder of Registrable Securities shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and the transactions contemplated hereby.

(q) No Inconsistent Agreements. The Company shall not hereafter enter into any agreement with respect to its securities which is inconsistent with or violates the rights granted to the holders of Registrable Securities in this Agreement.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Registration Rights Agreement as of the date first written above.

THE TEMPUS GROUP, INC.

By:

Name:
Title:

SCHEDULE I

SCHEDULE OF INITIAL INVESTORS

[ ]

EXHIBIT A

REGISTRATION RIGHTS AGREEMENT

JOINDER

The undersigned is executing and delivering this Joinder pursuant to the Registration Rights Agreement dated as of [ ] (as the same may hereafter be amended, the "Registration Rights Agreement"), among The Tempus Group, Inc., a Delaware corporation (the "Company"), and the other person named as parties therein.

By executing and delivering this Joinder to the Company, the undersigned hereby agrees to become a party to, to be bound by, and to comply with the provisions of the Registration Rights Agreement as a holder of Registrable Securities in the same manner as if the undersigned were an original signatory to the Registration Rights Agreement, and the Class A Common Stock received with respect to the undersigned's shares of Class A Common Stock shall be included as Registrable Securities under the Registration Rights Agreement.

Accordingly, the undersigned has executed and delivered this Joinder as of the ___ day of_____, 20__.

Signature of Stockholder

Print Name of Stockholder

Address:

Agreed and Accepted as of

_____.

The Tempus Group, Inc.

By: _____

Its: _____

EXHIBIT 3

EXECUTION VERSION

SUPPORTING STOCKHOLDER AGREEMENT

This SUPPORTING STOCKHOLDER AGREEMENT (this "Agreement") is entered into as of July 15, 2014, by and among Tempus Intermediate Holdings, LLC, a Delaware limited liability company (the "Company"), each of the Persons set forth on Annex A (the "Members"), and Chart Acquisition Group LLC, The Chart Group, L.P., Christopher D. Brady, Joseph Wright and Cowen Overseas Investment LP (each a "Stockholder", and collectively, the "Stockholders"). The Company, the Members and the Stockholders are sometimes referred to herein as a "Party" and collectively as the "Parties".

W I T N E S S E T H:

WHEREAS, as of the date hereof, each of the Stockholders "beneficially owns" (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) and is entitled to dispose of (or to direct the disposition of) and to vote (or to direct the voting of) the number of shares of Parent Common Stock, set forth opposite such Stockholder's name on Annex B hereto (such shares of Parent Common Stock, together with any other shares of Parent Common Stock the voting power over which is acquired by Stockholder during the period from and including the date hereof through and including the date on which this Agreement is terminated in accordance ARTICLE V hereof (such period, the "Voting Period"), are collectively referred to herein as the "Subject Shares").

WHEREAS, the Members, the Company, Parent, Buyer, and certain other parties propose to enter into an Equity Transfer and Acquisition Agreement, dated as of the date hereof (as the same may be amended from time to time, the "ETAA"), pursuant to which Buyer will acquire all of the issued and outstanding Company Units; and

WHEREAS, as a condition to the willingness of the Company and the Members to enter into the ETAA, and as an inducement and in consideration therefor, the Stockholders are executing this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual premises, representations, warranties, covenants and agreements contained herein, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Capitalized Terms. For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them in the ETAA.

ARTICLE II

VOTING AGREEMENT

Section 2.1 Agreement to Vote the Subject Shares. Each Stockholder hereby unconditionally and irrevocably agrees that, during the Voting Period, at any duly called meeting of the stockholders of Parent (or any adjournment or postponement thereof), such Stockholder shall appear at the meeting, in person or by proxy, or otherwise cause its Subject Shares to be counted as present thereat for purposes of establishing a quorum, and it shall vote (or cause to be voted), in person or by proxy, all of its Subject Shares (a) in favor of the Extension Amendment and Trust Amendment (as such terms are defined in the Extension Proxy Statement) (and any actions required in furtherance thereof), (b) in favor of the adoption of the Parent Voting Matters (and any actions required in furtherance thereof), (c) against any action, proposal, transaction or agreement that would result in a breach in any respect of any covenant, representation, warranty or any other obligation or agreement of Parent or Buyer contained in the ETAA, and (d) against the following actions or proposals (other than the Transactions and the Extension): (i) any Parent Competing Transaction (except as permitted by the ETAA); (ii) any change in present capitalization of Parent or any amendment of the certificate of incorporation or bylaws of Parent; and (iii) any change in Parent's corporate structure or business.

Section 2.2 Agreement Not to Redeem. Each Stockholder hereby unconditionally and irrevocably agrees that, during the Voting Period, it shall not submit its Subject Shares for repurchase or redemption or cause its Subject Shares to be repurchased or redeemed, whether pursuant to the Redemption Offer, the right of holders of Parent Common Stock to have Parent redeem such shares if a business combination is not completed by September 13, 2014, any redemption offer by Parent in connection with the Extension, or otherwise.

Section 2.3 No Obligation as Director. The parties acknowledge that this Agreement is entered into by each Stockholder solely in such Stockholder's capacity as the beneficial owner of the Subject Shares and nothing in this Agreement shall be construed to impose any obligation or limitation on votes or actions taken by any director of Parent solely in his or her capacity as a director of Parent.

ARTICLE III

COVENANTS

Section 3.1 Generally.

(a) Each of the Stockholders agrees that during the Voting Period it shall not without the Members' Representative's prior written consent, (i) offer for sale, sell (including short sales), transfer, tender, pledge, encumber, assign or otherwise dispose of (including by gift) (collectively, a "Transfer"), or enter into any contract, option, derivative, hedging or other agreement or arrangement or understanding (including any profit-sharing arrangement) with respect to, or consent to, a Transfer of, any or all of the Subject Shares (except for option grants or other arrangements with directors of the Parent for compensation in their capacity as such made in the ordinary course consistent with past practice); (ii) grant any proxies powers of attorney with respect to any or all of the Subject Shares, except as prescribed by Section 2.1 hereof and pursuant to Section 3.3 hereof; or (iii) take any action that would have the effect of preventing, impeding, interfering with or adversely affecting Stockholder's ability to perform its obligations under this Agreement. Any action attempted to be taken in violation of the preceding sentence will be null and void.

(b) In the event of a stock dividend or distribution, or any change in the Parent Common Stock by reason of any stock dividend or distribution, split-up, recapitalization, combination, conversion, exchange of shares or the like, the term "Subject Shares" shall be deemed to refer to and include the Subject Shares as well as all such stock dividends and distributions and any securities into which or for which any or all of the Subject Shares may be changed or exchanged or which are received in such transaction. Each of the Stockholders agrees, while this Agreement is in effect, to notify Parent and Members' Representative promptly in writing (including by e-mail) of the number of any additional shares of Parent Common Stock acquired by each Stockholder, if any, after the date hereof.

(c) Each of the Stockholders agrees, while this Agreement is in effect, not to take or agree or commit to take any action that would make any representation or warranty of such Stockholder contained in this Agreement inaccurate in any respect.

Section 3.2 Proxies. Each Stockholder hereby revokes any and all previous proxies granted with respect to its Subject Shares. By entering into this Agreement, each Stockholder hereby grants, in the event that such Stockholder does not comply with the terms set forth in ARTICLE II, a proxy appointing the Members' Representative with full power of substitution, as such Stockholder's attorney-in-fact and proxy, for and in such Stockholder's name, to be counted as present, and to vote, or otherwise to act on behalf of such Stockholder with respect to its Subject Shares solely with respect to the matters set forth in, and in the manner contemplated by, ARTICLE II as such proxy or its substitutes shall, in the Members' Representative sole discretion, deem proper with respect to its Subject Shares. The proxy granted by each Stockholder pursuant to this Section 3.2 is, subject to the penultimate sentence of this Section 3.2, irrevocable and is coupled with an interest, in accordance with Section 212(e) of the DGCL, and is granted in order to secure such Stockholder's performance under this Agreement and also in consideration of the Company and the Members entering into this Agreement and the ETAA. If a Stockholder fails for any reason to be counted as present, to consent or to vote the Subject Shares in accordance with the requirements of ARTICLE II above (or anticipatorily breaches such section), then Members' Representative shall have the right to cause to be present and to vote such Stockholder's Subject Shares in accordance with the provisions of ARTICLE II. The proxy granted by each Stockholder shall be automatically revoked upon termination of this Agreement in accordance with ARTICLE V below. Each Stockholder agrees, from the date hereof until the time of termination of this Agreement in accordance with ARTICLE V, not to attempt to revoke, frustrate the exercise of, or challenge the validity of, the irrevocable proxy granted pursuant to this Section 3.2.

Section 3.3 Stop Transfers. Each of the Stockholders agrees with, and covenants to, the Company and the Members that Stockholder shall not request that Parent register the transfer (book-entry or otherwise) of any certificate or uncertificated interest representing any Subject Shares during the term of this Agreement without the prior written consent of the Members' Representative.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF STOCKHOLDERS

Each of the Stockholders hereby represents and warrants to the Company and the Members as follows:

Section 4.1 Binding Agreement. Each Stockholder (a) if a natural person, is of legal age to execute this Agreement and legally competent to do so and (b) if not a natural person, (i) is a corporation, limited liability company or partnership duly organized and validly existing under the laws of the jurisdiction of its organization and (ii) has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by the Stockholders have been duly authorized by all necessary action, as applicable, on the part of the Stockholders. This Agreement, assuming due authorization, execution and delivery hereof by the Company and the Members, constitutes a legal, valid and binding obligation of each of the Stockholders, enforceable against each of the Stockholders in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights, and to general equitable principles).

Section 4.2 Ownership of Shares. Annex B sets forth opposite each Stockholder's name the number of shares of Parent Common Stock over which such Stockholder has beneficial ownership as of the date hereof. As of the date hereof, each Stockholder is the lawful owner of the shares of Parent Common Stock denoted as being owned by such Stockholder on Annex B and has the sole power to vote or cause to be voted such shares. Each Stockholder has good and valid title to the Parent Common Stock denoted as being owned by such Stockholder on Annex B, free and clear of any and all pledges, mortgages, encumbrances, charges, proxies, voting agreements, liens, adverse claims, options, security interests and demands of any nature or kind whatsoever, other than those created by this Agreement or that would not impair such Stockholders' ability to perform its obligations under this Agreement. There are no claims for finder's fees or brokerage commission or other like payments in connection with this Agreement or the transactions contemplated hereby payable by any Stockholder pursuant to arrangements made by such Stockholder.

Section 4.3 No Conflicts.

(a) Except as provided in the ETAA, no filing with, or notification to, any Governmental Authority, and no consent, approval, authorization or permit of any other person is necessary for the execution of this Agreement by the Stockholders and the consummation by the Stockholders of the transactions contemplated hereby.

(b) None of the execution and delivery of this Agreement by the Stockholders, the consummation by the Stockholders of the transactions contemplated hereby or compliance by the Stockholders with any of the provisions hereof shall (i) conflict with or result in any breach of the organizational documents of any Stockholder, as applicable, (ii) result in, or give rise to, violation or breach of or a default under any of the terms of any material contract, understanding, agreement or other instrument or obligation to which any Stockholder is a party or by which any Stockholder or any of the Subject Shares or assets may be bound, or (iii) violate any applicable order, writ, injunction, decree, law, statute, rule or regulation of any Governmental Entity, except for any of the foregoing as would not impair any Stockholder's ability to perform its obligations under this Agreement and except as provided in the ETAA.

Section 4.4 Reliance by the Company and the Members. Stockholder understands and acknowledges that the Company and the Members are entering into the ETAA in reliance upon the execution and delivery of this Agreement by the Stockholders.

Section 4.5 No Inconsistent Agreements. Each Stockholder hereby covenants and agrees that, except for this Agreement, no Stockholder (a) has entered into, nor will enter into at any time while this Agreement remains in effect, any voting agreement or voting trust with respect to the Subject Shares inconsistent with such Stockholder's obligations pursuant to this Agreement or (b) has entered into any agreement or taken any action (nor will enter into any agreement or take any action) that would make any representation or warranty of the Stockholder contained herein untrue or incorrect in any material respect or have the effect of preventing the Stockholder from performing any of its obligations under this Agreement.

ARTICLE V

TERMINATION

Section 5.1 Termination. This Agreement shall automatically terminate, and none of the Company, the Members or the Stockholders shall have any further rights or obligations hereunder upon the earliest to occur of (a) the mutual written consent of the Members' Representative and the Stockholders, (b) the Closing Date, and (c) the date of termination of the ETAA in accordance with its terms. Upon any such termination, no Party shall have any other liability for its obligations under the Agreement in the absence of fraud or Willful Breach of this Agreement by such Party. Notwithstanding anything to the contrary herein, the provisions of this ARTICLE V and ARTICLE VI shall survive the termination of this Agreement.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Further Assurances. From time to time, at the other Party's request and without further consideration, each Party shall execute and deliver such additional documents and take all such further action as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 6.2 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in the Company or the Members any direct or indirect ownership or incidence of ownership of or with respect to any Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to the Stockholders, and the Company or the Members shall have no authority to manage, direct, superintend, restrict, regulate, govern or administer any of the policies or operations of Parent or exercise any power or authority to direct the Stockholders in the voting of any of the Subject Shares, except as otherwise provided herein.

Section 6.3 Amendments, Waivers, etc. This Agreement may not be amended, changed, supplemented, waived or otherwise modified, except upon the execution and delivery of a written agreement executed by each of the Parties hereto. The failure of any Party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other Party hereto with its obligations hereunder, and any custom or practice of the Parties at variance with the terms hereof shall not constitute a waiver by such Party of its right to exercise any such or other right, power or remedy or to demand such compliance.

Section 6.4 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

(a) If to the Company or the Members:

c/o Tempus Intermediate Holdings, LLC
133 Waller Mill Road, Suite 400
Williamsburg, VA 23185
Attention: Scott Terry and Jack Gulbin
Telephone: (757) 243-8164
Facsimile: (757) 969-6168
E-mail: sterry@tempusjets.com
jgulbin@tempusjets.com

with a copy to:

Alston & Bird LLP
101 S. Tryon St., Suite 4000
Charlotte, NC 28280-4000
Attention: Gary C. Ivey, Esq.
T. Scott Kummer, Esq.
Telephone: 704-444-1090
Facsimile: 704-444-1690
E-mail: gary.ivey@alston.com
scott.kummer@alston.com

(b) If to the Stockholders:

c/o Chart Acquisition Corp.
75 Rockefeller Plaza, 14th Floor
New York, NY 10019
Attention: Joseph Wright
Telephone: (212) 350-8205
Facsimile: (212) 350-8299
E-mail: jwright@chartgroup.com

Section 6.5 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 6.6 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and 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 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 to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Section 6.7 Entire Agreement; Assignment. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, among the Parties, or any of them, with respect to the subject matter hereof. This Agreement shall not be assigned by operation of law or otherwise without the prior written consent of the other Party.

Section 6.8 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

Section 6.9 Interpretation. When reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein,” “hereby” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “or” shall not be exclusive. Whenever used in this Agreement, any noun or pronoun shall be deemed to include the plural as well as the singular and to cover all genders. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

Section 6.10 Governing Law. This Agreement shall in all respects be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware, without regard to its conflicts of laws principles.

Section 6.11 Specific Performance; Remedies. Each Stockholder acknowledges that the Company and the Members shall be irreparably harmed and that there shall be no adequate remedy at Law for any violation or breach, or threatened breach, by any Stockholder of any of the covenants or agreements contained in this Agreement, and that any breach or threatened breach of this Agreement by a Stockholder, would not be adequately compensated by monetary damages alone. It is accordingly agreed, notwithstanding anything to the contrary set forth in this Agreement, that the Company and the Members shall have the right to obtain injunctive relief to restrain a breach or threatened breach of, or otherwise to obtain specific performance of, the Stockholders' covenants and agreements contained in this Agreement. Each Stockholder hereby agrees (i) to waive the defense in any such suit that the Company or the Members have an adequate remedy at law, (ii) not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement or to enforce compliance with, the covenants and obligations of the Stockholders under this Agreement, and (iii) to waive any requirement to post any bond, in each case, in connection with obtaining such relief. All rights and remedies of the Parties under this Agreement shall be cumulative, and the exercise of one or more rights or remedies shall not preclude the exercise of any other right or remedy available under this Agreement or applicable Law.

Section 6.12 Jurisdiction; Waiver of Jury Trial; Service of Process. The Parties agree that any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement, prior to the Closing, shall be brought in any United States District Court for the Eastern District of Virginia located in Alexandria, Virginia, or if such court does not have jurisdiction, any Virginia state court in the City of Alexandria with jurisdiction. Each Party hereby irrevocably (a) submits to the exclusive jurisdiction of the state and federal courts sitting in such jurisdiction; (b) waives, and agrees not to assert, any claim that it is not subject to the jurisdiction of, or any objection to the laying of venue in, any such courts or that such action has been commenced in an improper or inconvenient forum; and (c) agrees that service of any process, summons, notice or document by U.S. registered mail to such Party's address as provided herein shall be effective with respect to any matter for which it has submitted to jurisdiction hereby. The foregoing shall not constitute a general consent to service of process and shall have no effect for any purpose except as set forth in this Section 6.12. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. Each Party (x) certifies that no Representative of the other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and (y) acknowledges that it and the other Party has been induced to enter into the agreements contemplated hereby by, among other things, the mutual waivers, agreements and certifications in this Section 6.12.

Section 6.13 Counterparts. This Agreement may be executed in counterparts (including by facsimile), each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

Section 6.14 No Partnership, Agency or Joint Venture. This Agreement is intended to create a contractual relationship between the Stockholders, on the one hand, and the Company and the Members, on the other hand, and is not intended to create, and does not create, any agency, partnership, joint venture or any like relationship between or among the Parties hereto. Without limiting the generality of the foregoing sentence, each of the Stockholders (a) is entering into this Agreement solely on its own behalf and shall not have any obligation to perform on behalf of any other holder of Parent Common Stock or any liability (regardless of the legal theory advanced) for any breach of this Agreement by any other holder of Parent Common Stock and (b) by entering into this Agreement does not intend to form a "group" for purposes of Rule 13d-5(b)(1) of the Exchange Act or any other similar provision of applicable law.

[Signature page follows.]

IN WITNESS WHEREOF, the Company, the Members and the Stockholders have caused this Agreement to be duly executed as of the day and year first above written.

STOCKHOLDERS:

CHART ACQUISITION GROUP LLC

By: /s/Christopher D. Brady
Name: Christopher D. Brady
Title:

THE CHART GROUP, L.P

By: /s/Christopher D. Brady
Name: Christopher D. Brady
Title:

/s/Christopher D. Brady
Christopher D. Brady

/s/Joseph Wright
Joseph Wright

COWEN OVERSEAS INVESTMENT LP

By: /s/ Owen Littman
Name: Owen Littman
Title: Authorized Signatory

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

COMPANY:
TEMPUS INTERMEDIATE HOLDINGS, LLC

By: /s/John G. Gulbin III
Name: John G. Gulbin III
Title: Manager

/s/ Benjamin Scott Terry
BENJAMIN SCOTT TERRY

/s/John G. Gulbin III
JOHN G. GULBIN III

Annex A

Benjamin Scott Terry

John G. Gulbin, III

Annex B

Name of Stockholder	Number of Shares Owned	Number of Shares Beneficially Owned
Chart Acquisition Group LLC	981, 250	981,250
The Chart Group, L.P.	307,500	1,288,750
Christopher D. Brady	108,750	1,397,500
Joseph Wright	237,500	237,500
Cowen Overseas Investment LP	131,250	131,250