

PHANTOM INTEREST AGREEMENT

THIS PHANTOM INTEREST AGREEMENT is made and entered into as of September 1, 2018 (this "Agreement"), by and between [REDACTED] Corp., a Delaware corporation (the "Company"), and [REDACTED], an individual residing at [REDACTED] (the "Employee").

WHEREAS, as of the date hereof the Company employs Employee as [REDACTED]; and

WHEREAS, the Company desires to advance its interests by providing Employee with an additional incentive to promote the Company's productivity and profitability by providing Employee with the Phantom Interest as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein shall have the meanings assigned to them in this Article 1 unless such terms are defined elsewhere in this Agreement.

"Affiliate" means, as to the person or entity in question, any other person or entity that controls, is controlled by, or is under common control with, the person or entity in question; and the term "control" means possession of the power to direct or cause the direction of the management and policies of a person or entity whether through ownership of voting securities, by contract, or otherwise.

"Applicable Percentage" means two percent (2%).

"Change of Control" means any person, entity, or group of persons or entities acting together and acquiring (1) more than fifty percent (50%) of the voting equity interests of the person or entity in question or (2) the right to elect a majority of the board of managers, board of directors or similar governing body of the person or entity in question; provided, however, that transfers of such securities between members of the same family and transfers between the Affiliates of the person or entity in question will not be deemed to trigger a change of control.

"Company Proceeds" of any Company Extraordinary Event will be the total consideration paid to the Company or the Company's members, as the case may be, in connection with such event net of (x) any income taxes required to be paid by the Company, or the Company's members, as the case may be, upon consummation of such event and (y) the direct, reasonable expenses incurred by the Company, or its members, as the case may be, in connection with such event; provided that such proceeds will not include earn-out payments (or other similar contingency payments) or any salary, benefits, bonuses or other compensation paid to any employee, manager, director or officer of the Company.

"Intellectual Property" means patents, claims of copyright, trademarks, trade names, brand names, service marks, logos, symbols, trade dress or designs, or representations or expressions of any thereof, or registrations or applications for registrations thereof, or any other inventions, trade secrets, technical information, know-how or other proprietary rights or intellectual property.

2. Phantom Interest.

(a) Subject to the terms of this Agreement, the Company hereby grants to Employee, and Employee hereby accepts, a phantom interest (the "Phantom Interest") which will entitle Employee, as the holder thereof, to the payments described in Sections 2(b) and 2(c) below. The Phantom Interest does not confer upon the holder thereof, or entitle the holder thereof, to any rights other than the right to receive such payments. The obligation to make the payments to which Employee is entitled hereunder shall be the exclusive obligation of the Company. Employee shall not transfer, assign, pledge or hypothecate, or otherwise dispose of, in whole or in part, whether by operation of law or otherwise, the Phantom Interest.

(b) For as long as Employee holds the Phantom Interest, such interest will entitle Employee to receive the Applicable Percentage of the Company Proceeds of a Company Extraordinary Event. The term "Company