
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): April 9, 2021

OPEN LENDING CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39326
(Commission
File Number)

84-5031428
(IRS Employer
Identification No.)

**1501 S. MoPac Expressway
Suite 450
Austin, Texas 78746**
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: 512-892-0400

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.01 per share	LPRO	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

Effective April 9, 2021, Open Lending Corporation, a Delaware corporation (the “Company”), entered into Amendment No. 1 (the “Amendment”) to the Tax Receivable Agreement (the “TRA”) dated as of June 10, 2020 by and among the Company, Bregal Sagemount I, L.P. (the “Blocker Holder”) and the persons listed as Beneficiaries on the signature pages thereto (the “Beneficiaries” and together with the Blocker Holder, the “TRA Holders”).

The TRA provides for the payment by the Company to the TRA Holders of 85% of the net cash savings, if any, in U.S. federal, state and local income tax that the Company actually realized (or are deemed to realize in certain circumstances) in periods following the closing of the business combination between Nebula Acquisition Corp., the Company’s predecessor, and Open Lending LLC (the “Business Combination”) as a result of: (i) certain tax attributes of BRP Hold 11, Inc. and/or Open Lending LLC that existed prior to the Business Combination and were attributable to the BRP Hold 11, Inc.; (ii) certain increases in the tax basis of Open Lending LLC’s assets resulting from the transactions constituting the Business Combination; (iii) imputed interest deemed to be paid by the Company as a result of payments the Company makes under the TRA; and (iv) certain increases in tax basis resulting from payments the Company makes under the TRA (collectively, the “Tax Benefit Payments”). The Company retains the benefit of the remaining 15% of these cash savings. At December 31, 2020, the Company’s liability for expected Tax Benefit Payments was \$92.4 million.

Prior to the Amendment, the TRA provided that the Company was permitted to exercise an early termination right, which would accelerate the Tax Benefit Payments payable to the TRA Holders under the TRA. Upon the exercise of such early termination right (if ever) under the existing TRA, the Company would be required to make payments to the TRA Holders equal to the present value, discounted at the early termination rate (equal to the long-term treasury rate in effect plus 300 basis points), of all Tax Benefit Payments that would be required to be paid under the TRA, using certain valuation assumptions (the “Existing Valuation Assumptions”).

The Amendment provides that in lieu of the early termination payments described in the preceding paragraph, the TRA Holders will instead be entitled to payments equal to 40% of all Tax Benefit Payments (other than any Actual Interest Amounts (as defined in the TRA)) that would be required to be paid by the Company under the TRA, using certain valuation assumptions (the “Revised Valuation Assumptions”) that are different than the Existing Valuation Assumptions. The Revised Valuation Assumptions are consistent with how the Tax Benefit Payments are calculated for purposes of the Company’s financial statements and are not expected to be significantly different than the Tax Benefit Payments that would be payable using the Existing Valuation Assumptions. Accordingly, the Amendment provides the Company with the right to terminate and settle all present and future obligations under the TRA with a single payment by the Company to the TRA Holders of \$36.9 million (the “Early Termination Right”). Absent the Amendment and the exercise of the Early Termination Right, the Company anticipated making TRA payments totaling \$92.4 million, undiscounted, over the life of the TRA.

In addition, the Amendment provides that upon exercise of the early termination right by the Company, the applicable early termination payments will be made within 5 business days following the Company’s delivery of notice of such exercise and a schedule containing the amount of the early termination payments. Prior to the Amendment, the TRA included certain procedures that were required to be followed and that would have resulted in a longer time period for payment.

Bregal Sagemount I, L.P., owns approximately 7% of the Company’s outstanding shares of the Company’s common stock. Gene Yoon is the managing director, and Blair Greenberg is a director, of Bregal Investments, Inc., which is the registered investment advisor of Bregal Sagemount I, L.P. Bregal Sagemount I, L.P. and Bregal Investments, Inc. are TRA Holders. Mr. Yoon and Mr. Greenberg are members of the Company’s Board of Directors. John Flynn, Chairman of the Company’s Board of Directors and the Company’s Chief Executive Officer, along with Ross Jessup, the Company’s President and Chief Operating Officer and member of the Company’s Board of Directors, are Beneficiaries under the TRA. A special committee of the Board of Directors of the Company, consisting solely of independent directors (the “Special Committee”), negotiated and approved the Amendment.

A copy of the Amendment is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference in this Item 1.01. The description above is a summary of the Amendment and is qualified in its entirety by the complete text of the Amendment.

Item 1.02 Termination of a Material Definitive Agreement.

On April 12, 2021, the Special Committee approved the Company's decision to exercise the Early Termination Right. On April 12, 2021, as required by the TRA, as amended by the Amendment, the Company will provide notice of the early termination to the TRA Holders, with settlement expected to occur on or around April 16, 2021.

The description of the TRA and the Amendment in Item 1.01 above is incorporated by reference into this Item 1.02.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 [Amendment No. 1 to the Tax Receivable Agreement, dated April 9, 2021](#)

104 Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

OPEN LENDING CORPORATION

By: /s/ Charles D. Jehl

Name: Charles D. Jehl

Title: Chief Financial Officer

Date: April 12, 2021

AMENDMENT NO 1. TO TAX RECEIVABLE AGREEMENT

This AMENDMENT NO. 1 TO TAX RECEIVABLE AGREEMENT (this "Amendment"), dated as of April 9, 2021, is hereby entered into by and among Open Lending Corporation (f/k/a Nebula Parent Corp.), a Delaware corporation ("Parent"), the person listed as the Blocker Holder on the signature pages hereto (the "Blocker Holder") and the undersigned persons listed as Beneficiaries on the signature pages hereto, with respect to the Tax Receivable Agreement, dated as of June 10, 2020 (as amended, restated, supplemented and/or otherwise modified from time to time the "Agreement"), by and among Parent, the Blocker Holder, the Beneficiaries and certain other parties thereto.

RECITALS

WHEREAS, Parent, the Blocker Holder, the Beneficiaries (including the undersigned Beneficiaries) and certain other persons are party to the Agreement;

WHEREAS, pursuant to Section 7.6 of the Agreement, the Agreement may be amended if such amendment is approved in writing by Parent and by the Beneficiaries or the Blocker Holder who would be entitled to receive at least two-thirds of the Early Termination Payments payable to all Beneficiaries and the Blocker Holder thereunder if the Company had exercised its right of early termination under Section 4.2 thereof (such persons, the "Requisite Holders"); provided that no such amendment shall be effective if such amendment will have a materially disproportionate effect on the payments certain Beneficiaries or the Blocker Holder may receive under this Agreement unless certain other conditions are met;

WHEREAS, the Blocker Holder and the undersigned Beneficiaries constitute the Requisite Holders;

WHEREAS, Parent has determined that this Amendment will not have a materially disproportionate effect on the payments any of the Beneficiaries or the Blocker Holder may receive under the Agreement; and

WHEREAS, Parent and the undersigned Requisite Holders desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, Parent, the Blocker Holder and the undersigned Beneficiaries agree as follows:

1. Amendment of Agreement. This Amendment shall be deemed an amendment to the Agreement and shall become effective and binding upon each of the parties to the Agreement in accordance with its terms when executed and delivered by Parent and the Requisite Holders. To the extent there is a conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment will control. Unless otherwise specifically defined herein or as may otherwise be specified, each capitalized term used herein (including the preamble and recitals hereto) but not otherwise defined herein shall have the meaning assigned to such term in the Agreement. Each reference in the Agreement to "this Agreement", "hereunder", "hereby", "hereof" or words of like import shall mean and be a reference to the Agreement as amended and supplemented by this Amendment. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

2. Amount of Payment. Section 4.4(b) of the Agreement is hereby amended and restated in its entirety as follows:
 - (b) Amount of Payment. The “Early Termination Payment” payable to a Beneficiary or the Blocker Holder pursuant to Section 4.4(a) shall equal 40% of all Tax Benefit Payments (other than any Actual Interest Amounts) that would be required to be paid by Parent to such Beneficiary or the Blocker Holder, beginning from the Early Termination Effective Date and using the Valuation Assumptions.
3. Valuation Assumptions. Clause (6) in the definition of “Valuation Assumptions” in Section 1.1. of the Agreement is hereby amended and restated in its entirety as follows:
 - (6) any payment obligations pursuant to this Agreement will be satisfied on January 20th of the year following the date that any Tax Return to which such payment obligation relates is required to be filed excluding any extensions.
4. Early Termination Rate. The definition of “Early Termination Rate” in Section 1.1. of the Agreement is hereby deleted in its entirety.
5. Early Termination Notice. Section 4.3 of the Agreement is hereby amended and restated in its entirety as follows:
 - 4.3 Early Termination Notice. If Parent chooses to exercise its right of early termination under Section 4.2 above, Parent shall deliver to the Beneficiaries and the Blocker Holder a notice of Parent’s decision to exercise such right (an “Early Termination Notice”) and a schedule (the “Early Termination Schedule”) showing the amount of the Early Termination Payment. The date on which the Early Termination Notice and the Early Termination Schedule are delivered in accordance with this Section 4.3 shall be the “Early Termination Reference Date.”
6. Representation and Warranty of Parent. Parent represents and warrants to the other parties hereto that the execution and delivery by Parent of this Amendment has been duly and validly authorized by all necessary corporate action on the part of Parent.
7. Representation and Warranty of the Blocker Holder. The Blocker Holder represents and warrants to the other parties hereto that the execution and delivery by the Blocker Holder of this Amendment has been duly and validly authorized by all necessary limited partnership action on the part of the Blocker Holder.
8. Representation and Warranty of the Beneficiaries. Each undersigned Beneficiary that is an entity and not an individual represents and warrants, solely on behalf of itself, to the other parties hereto that the execution and delivery by such Beneficiary of this Amendment has been duly and validly authorized by all necessary corporate or other applicable company action on the part of such Beneficiary.

9. Counterparts. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto, it being understood that all parties hereto need not sign the same counterpart. Delivery of an executed signature page to this Amendment by facsimile transmission or electronic mail shall be as effective as delivery of a manually signed counterpart of this Amendment.

10. Entire Agreement; No Third Party Beneficiaries. This Amendment and the Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among the parties to the Agreement with respect to the subject matter hereof. This Amendment shall be binding upon and inure solely to the benefit of the parties to the Agreement and their respective successors and permitted assigns, and nothing in this Amendment, express or implied, is intended to or shall confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Amendment; provided, that the Beneficiary Representative shall be a third party beneficiary entitled to enforce this Amendment.

11. Governing Law. This Amendment shall be governed by, and construed in accordance with, the law of the State of Delaware, without regard to the conflicts of laws principles thereof that would mandate the application of the laws of another jurisdiction.

12. Severability. If any term or other provision of this Amendment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Amendment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Amendment so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

13. Successors; Waiver.

(a) Successors. All of the terms and provisions of this Amendment shall be binding upon, and shall inure to the benefit of and be enforceable by, the parties to the Agreement and their respective successors, assigns, heirs, executors, administrators and legal representatives. Parent shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of Parent, by written agreement, expressly to assume and agree to perform this Amendment in the same manner and to the same extent that Parent would be required to perform if no such succession had taken place.

(b) Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Amendment, 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.

14. Titles and Subtitles. The headings and titles of the sections and subsections of this Amendment are for convenience of reference only and are not to be considered in construing this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

PARENT:

OPEN LENDING CORPORATION

By: /s/ Charles Jehl _____

Name: Charles Jehl

Title: Chief Financial Officer

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BLOCKER HOLDER:

BREGAL SAGEMOUNT I, L.P.

For and on behalf of Bregal Sagemount I, L.P., acting by its
general partner Bregal North America General Partner
Jersey Limited

By: /s/ Colin James Dow
Name: Colin James Dow
Title: Director

By: /s/ Paul Andrew Bradshaw
Name: Paul Andrew Bradshaw
Title: Director

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY (if such Person is an entity):

By: _____
Name:
Title:

BENEFICIARY (if such Person is an individual):

/s/ John J. Flynn
Name: John J. Flynn

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY (if such Person is an entity):

By: _____
Name:
Title:

BENEFICIARY (if such Person is an individual):

/s/ Ross M. Jessup
Name: Ross M. Jessup

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY (if such Person is an entity):

Bregal Investments, Inc.

By: /s/ Michelle S. Riley

Name: Michelle S. Riley

Title: Secretary

BENEFICIARY (if such Person is an individual):

Name:

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Aidan David Lawson 2018 Trust

By: /s/ Brett Lawson

Name: Brett Lawson

Title (if applicable): Trustee

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Ameriprise Trust FBO Craig A Meier Roth Contr. IRA

By: /s/ Craig A Meier

Name: Craig A Meier

Title (if applicable): Beneficiary

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Anthony Ciaccio

By: /s/ Anthony Ciaccio

Name: Anthony Ciaccio

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Aristes Wilson

By: /s/ Aristes Wilson

Name: Aristes Wilson

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:
Bee Cave Capital, LLC

By: /s/ Kurt R. Wilkin
Name: Kurt R. Wilkin
Title (if applicable): Member

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Bobby Johnson

By: /s/ Bobby Johnson

Name: Bobby Johnson

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Charles B Garren Jr & Michele T Garren

By: /s/ Charles B Garren Jr & Michele T Garren

Name: Charles B Garren Jr & Michele T Garren

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Charles R Peissel

By: /s/ Charles R Peissel

Name: Charles R Peissel

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Christy May

By: /s/ Christy May

Name: Christy May

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Craig A Meier

By: /s/ Craig A Meier

Name: Craig A Meier

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Daniel E Lopez

By: /s/ Daniel E Lopez

Name: Daniel E Lopez

Title (if applicable): Self

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

David Carman

By: /s/ David Carman

Name: David Carman

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

David May

By: /s/ David May

Name: David May

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

David Rodriguez

By: /s/ David Rodriguez

Name: David Rodriguez

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Dorothy B Miller Estate

By: /s/ Martin Miller

Name: Martin Miller

Title (if applicable): Executor

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Drue Goodale

By: /s/ Drue Goodale

Name: Drue Goodale

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Echo Bay, Ltd.

By: /s/ REx Bohls

Name: REx Bohls

Title (if applicable): Pres. of Gen. Ptr.

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:
Elizabeth Schmidt

By: /s/ Elizabeth Schmidt
Name: Elizabeth Schmidt
Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

EWMW Limited Partnership

By: /s/ Richard F. Watkins

Name: Richard F. Watkins

Title (if applicable): General Partner

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

FAI-OL Investors, LLC

By: /s/ Gary J. Davis

Name: Gary J. Davis

Title (if applicable): Manager

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Finn Kennedy

By: /s/ Finn Kennedy

Name: Finn Kennedy

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

George Belokas

By: /s/ George Belokas

Name: George Belokas

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

George S. Bayoud Jr.

By: /s/ George S. Bayoud Jr.

Name: George S. Bayoud Jr.

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Greg Block

By: /s/ Greg Block

Name: Greg Block

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Gregory A. Peters

By: /s/ Gregory A. Peters

Name: Gregory A. Peters

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:
Harry B. Friedman, II

By: /s/ Harry B. Friedman, II
Name: Harry B. Friedman, II
Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Highgate Power

By: /s/ Ralph Abendshein

Name: Ralph Abendshein

Title (if applicable): Manager

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

James C. Bohls

By: /s/ James C. Bohls

Name: James C. Bohls

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Jane Bohls Trust

By: /s/ Rex Bohls

Name: Rex Bohls

Title (if applicable): Trustee

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Janes W. Shaddix

By: /s/ James W. Shaddix

Name: James W. Shaddix

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

JMNSM Living Trust dated March 1, 2013

By: /s/ Joshua Becker

Name: Joshua Becker

Title (if applicable): Trustee

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Joanne Grigsby

By: /s/ Joanne Grigsby

Name: Joanne Grigsby

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

John Bricker

By: /s/ John Bricker

Name: John Bricker

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

John Clinton Jones

By: /s/ John Clinton Jones

Name: John Clinton Jones

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

John R Hook Jr

By: /s/ John R Hook Jr

Name: John R Hook Jr

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:
MERLE HOOK

By: /s/ JOHN HOOK, SR
Name: JOHN HOOK, SR
Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

John N. Crew

By: /s/ John N. Crew

Name: John N. Crew

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Julie Nielsen

By: /s/ Julie Nielsen

Name: Julie Nielsen

Title (if applicable): VP Channel Partnerships

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Keith Jezek

By: /s/ Keith Jezek

Name: Keith Jezek

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Kelly Haas

By: /s/ Kelly Haas

Name: Kelly Haas

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Kruse Farms, LP

By: /s/ William Kruse

Name: William Kruse

Title (if applicable): Manager

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Kurt Wilkin

By: /s/ Kurt Wilkin

Name: Kurt Wilkin

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Kyle D. Cottington

By: /s/ Kyle D. Cottington

Name: Kyle D. Cottington

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Laurie Black

By: /s/ Laurie Black

Name: Laurie Black

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Leslie Haydon

By: /s/ Leslie Haydon

Name: Leslie Haydon

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Linda Claborn

By: /s/ Linda Claborn

Name: Linda Claborn

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Linda Roberts

By: /s/ Linda Roberts

Name: Linda Roberts

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:
Lindsey Investments LLC

By: /s/ C.M. Lindsey
Name: C.M. Lindsey
Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Lloyd H Griffin, III

By: /s/ Lloyd H Griffin, III

Name: Lloyd H Griffin, III

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:
LLOYD H GRIFFIN JR

By: /s/ LLOYD GRIFFIN JR
Name: LLOYD GRIFFIN JR
Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Marc Jessup

By: /s/ Marc Jessup

Name: Marc Jessup

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Maria Suzanne Roberts 2018 Trust

By: /s/ Brett Lawson

Name: Brett Lawson

Title (if applicable): Trustee

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Mark Carter

By: /s/ Mark Carter

Name: Mark Carter

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Mark Hamilton (nee Cartwright)

By: /s/ Mark Hamilton

Name: Mark Hamilton

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Mark Solomon

By: /s/ Mark Solomon

Name: Mark Solomon

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Mary Watkins

By: /s/ Mary Watkins

Name: Mary Watkins

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Matt Coscia

By: /s/ Matt Coscia

Name: Matt Coscia

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Matthew Roe

By: /s/ Matthew Roe

Name: Matthew Roe

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Max M Miller Residuary Testamentary Trust

By: /s/ Martin M Miller

Name: Martin M Miller

Title (if applicable): Trustee

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Karen Michelle McLeod

By: /s/ Karen Michelle McLeod

Name: Karen Michelle McLeod

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Bobby Johnson

By: /s/ Robert E Johnson

Name: Robert E Johnson

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Nori Vaccari Starck

By: /s/ Nori Vaccari Starck

Name: Nori Vaccari Starck

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Open Lending Opportunity Partners, LP

By: /s/ Richard F. Watkins

Name: Richard F. Watkins

Title (if applicable): Manager

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:
Open Mortgage, LLC

By: /s/ Scott Gordon
Name: Scott Gordon
Title (if applicable): CEO

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:
Peter Kallodaychsak

By: /s/ Peter Kallodaychsak
Name: Peter Kallodaychsak
Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Plan B Options, LP, by Pirity Partners,LLC

By: /s/ Joseph A. Hoffman

Name: Joseph A. Hoffman

Title (if applicable): Vice President

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

R. Steve Letbetter

By: /s/ R. Steve Letbetter

Name: R. Steve Letbetter

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Remick Interests

By: /s/ Dan M Remick

Name: Dan M Remick

Title (if applicable): General Partner

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Rex Bohls

By: /s/ REX Bohls

Name: REX Bohls

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Richard F. Watkins

By: /s/ Richard F. Watkins

Name: Richard F. Watkins

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Robbin Gordon

By: /s/ Robbin Gordon

Name: Robbin Gordon

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

N/a

By: /s/ Robert L Kay

Name: Robert L Kay

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Robert Rader

By: /s/ Robert K. Rader

Name: Robert K. Rader

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Robert Wilson

By: /s/ Robert Wilson

Name: Robert Wilson

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Suzanne Liles, Christine McMorris, Kimberly Warren

By: /s/ Robertta J. Ligon

Name: Robertta J. Ligon

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Toss JESSUP

By: /s/ Ross JESSUP

Name: Ross JESSUP

Title (if applicable): Ross JESSUP

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Ryan and Rachel Collins

By: /s/ Ryan and Rachel Collins

Name: Ryan and Rachel Collins

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Sarah Lackey

By: /s/ Sarah Lackey

Name: Sarah Lackey

Title (if applicable): CTO

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Scott Gordon

By: /s/ Scott Gordon

Name: Scott Gordon

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:
Stephanie Dawson

By: /s/ Stephanie Dawson
Name: Stephanie Dawson
Title (if applicable): SVP

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Steve harren

By: /s/ Steve Harren

Name: Steve Harren

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Steven Martin

By: /s/ Steven Martin

Name: Steven Martin

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Stewart Devers Jarmon

By: /s/ Stewart Devers Jarmon

Name: Stewart Devers Jarmon

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

T. Hartley Hall, V

By: /s/ T. Hartley Hall, V

Name: T. Hartley Hall, V

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:
The Kirsits Living Trust

By: /s/ Joseph E. Kirsits
Name: Joseph E. Kirsits
Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Tom Rice

By: /s/ Tom Rice

Name: Tom Rice

Title (if applicable): SVP-National Sales

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Tom Wunderlick

By: /s/ Tom Wunderlick

Name: Tom Wunderlick

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Toni Vawter

By: /s/ Toni Vawter

Name: Toni Vawter

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Travis somerville

By: /s/ Travis somerville

Name: Travis somerville

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Trey Herschap

By: /s/ Trey Herschap

Name: Trey Herschap

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

TROUSDALE VENTURE PARTNERS, LLC

By: /s/ Phillip Sarofim

Name: Phillip Sarofim

Title (if applicable): Managing Member

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Wendy Lawrence

By: /s/ Wendy Lawrence

Name: Wendy Lawrence

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

William Ward Greenwood

By: /s/ William Ward Greenwood

Name: William Ward Greenwood

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]

IN WITNESS WHEREOF, Parent and the other Persons party hereto have duly executed this Amendment as of the date first written above.

BENEFICIARY:

Name/Entity Name:

Yvette Hallidy

By: /s/ Yvette Hallidy

Name: Yvette Hallidy

Title (if applicable):

[Signature Page to Amendment No. 1 to Tax Receivable Agreement]