FMSA HOLDINGS INC

FORM S-1/A
(Securities Registration Statement)

Filed 09/18/14

Address	8834 MAYFIELD ROAD
	CHESTERLAND, OH 44026
Telephone	800-255-7263
CIK	0001010858
SIC Code	1400 - Mining & Quarrying of Nonmetallic Minerals (No Fuels)

As filed with the Securities and Exchange Commission on September 18, 2014

Registration No. 333-198322

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

Amendment No. 2
to
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

FMSA HOLDINGS INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**1400**	**34-1831554**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

8834 Mayfield Road
Chesterland, Ohio 44026
(800) 255-7263
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Jenniffer D. Deckard
President and Chief Executive Officer
FMSA Holdings Inc.
8834 Mayfield Road
Chesterland, Ohio 44026
(800) 255-7263
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

David P. Oelman **Alan Beck** **Vinson & Elkins L.L.P.** **1001 Fannin Street, Suite 2500** **Houston, Texas 77002** **(713) 758-2222**	**J. Michael Chambers** **Sean T. Wheeler** **Latham & Watkins LLP** **811 Main Street, Suite 3700** **Houston, Texas 77002** **(713) 546-5400**

Approximate date of commencement of proposed sale to the public: As soon as practicable after this Registration Statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box: ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☑ (Do not check if a smaller reporting company)	Smaller reporting company ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

This Amendment No. 2 to the Registration Statement on Form S-1 (File No. 333-198322) of FMSA Holdings Inc. is being filed solely to amend Item 16 of Part II thereof and to transmit certain exhibits thereto. This Amendment No. 2 does not modify any provision of the preliminary prospectus contained in Part I or Items 13, 14, 15 or 17 of Part II of the Registration Statement. Accordingly, this Amendment No. 2 does not include a copy of the preliminary prospectus.

Part II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other expenses of issuance and distribution

The following table sets forth an itemized statement of the amounts of all expenses (excluding underwriting discounts and commissions) payable by us in connection with the registration of the common stock offered hereby. With the exception of the Registration Fee, FINRA Filing Fee and New York Stock Exchange listing fee), the amounts set forth below are estimates.

SEC Registration Fee	$12,880
FINRA Filing Fee	$15,500
New York Stock Exchange listing fee	*
Accountants' fees and expenses	*
Legal fees and expenses	*
Printing and engraving expenses	*
Transfer agent and registrar fees	*
Miscellaneous	*
Total	$ *

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers

Our amended and restated certificate of incorporation will provide that a director will not be liable to the corporation or its stockholders for monetary damages to the fullest extent permitted by the DGCL. In addition, if the DGCL is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability provided for in our certificate of incorporation, will be limited to the fullest extent permitted by the amended DGCL. Our amended and restated bylaws will provide that the corporation will indemnify, and advance expenses to, any officer or director to the fullest extent authorized by the DGCL.

Section 145 of the DGCL provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with specified actions, suits and proceedings whether civil, criminal, administrative, or investigative, other than a derivative action by or in the right of the corporation, if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. A similar standard is applicable in the case of derivative actions, except that indemnification extends only to expenses, including attorneys' fees, incurred in connection with the defense or settlement of such action and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation. The statute provides that it is not exclusive of other indemnification that may be granted by a corporation's certificate of incorporation, bylaws, disinterested director vote, stockholder vote, agreement or otherwise.

Our amended and restated certificate of incorporation will also contain indemnification rights for our directors and our officers. Specifically, our amended and restated certificate of incorporation will provide that we shall indemnify our officers and directors to the fullest extent authorized by the DGCL. Further, we may maintain insurance on behalf of our officers and directors against expense, liability or loss asserted incurred by them in their capacities as officers and directors.

We have obtained directors' and officers' insurance to cover our directors, officers and some of our employees for certain liabilities.

We will enter into written indemnification agreements with our directors and executive officers. Under these proposed agreements, if an officer or director makes a claim of indemnification to us, either a majority of the independent directors or independent legal counsel selected by the independent directors must review the relevant facts and make a determination whether the officer or director has met the standards of conduct under Delaware law that would permit (under Delaware law) and require (under the indemnification agreement) us to indemnify the officer or director.

The underwriting agreement provides for indemnification by the underwriters of us and our officers and directors, and by us of the underwriters, for certain liabilities arising under the Securities Act or otherwise in connection with this offering.

Item 15. Recent Sales of Unregistered Securities

During the past three years, we have issued unregistered securities to a limited number of persons, as described below. None of these transactions involved any underwriters, underwriting discounts or commissions or any public offering, and we believe that each of these transactions was exempt from the registration requirements pursuant to Section 4(2) of the Securities Act, Regulation D or Regulation S promulgated thereunder or Rule 701 of the Securities Act. All share and price information included in this section does not reflect the impact of the expected pre-offering split of our common stock.

The following table sets forth information on the restricted stock awards issued by us and common stock issued pursuant to the exercise of stock options in the three years preceding the filing of this registration statement.

	Shared Issued Pursuant to Exercise of Option	Common Stock Issued		
Date	Person or Class of Person	Class A	Class B	Total Consideration
March 18, 2011	Executive Officer	36,878		$ 1,034,579.90
March 21, 2011	Executive Officer	3,000		$ 145,200.00
March 28, 2011	Executive Officer	25,000		$ 1,210,000.00
March 30, 2011	Employee	1,421		$ 68,776.40
March 30, 2011	Employee	1,000		$ 48,400.00
April 28, 2011	Employee	1,250		$ 60,500.00
April 28, 2011	Employee	400		$ 5,020.00
April 28, 2011	Executive Officer	3,500		$ 169,400.00
April 28, 2011	Employee	2,400		$ 116,160.00
May 02, 2011	Employee	8,399		$ 406,511.60
May 23, 2011	Executive Officer	50,000		$ 2,036,000.00
May 23, 2011	Employee	29,011		$ 1,404,132.40
May 23, 2014	Employee	500		$ 24,200.00
May 25, 2011	Employee	8,500		$ 411,400.00
May 23, 2011	Executive Officer	2,200		$ 15,675.00
May 23, 2011	Employee	5,000		$ 242,000.00
June 7, 2011	Employee	300		$ 14,520.00
June 27, 2011	Employee	3,000		$ 145,200.00
September 2, 2011	Employee	1,779		$ 86,103.60
September 26, 2011	Employee	7,500		$ 363,000.00
November 1, 2011	Executive Officer	15,000		$ 242,000.00

Shared Issued Pursuant to Exercise of Option				
		Common Stock Issued		
Date	Person or Class of Person	Class A	Class B	Total Consideration
November 15, 2011	Employee	2,000		$ 10,640.00
December 2, 2011	Employee	600		$ 29,040.00
December 13, 2011	Employee	567		$ 27,442.80
February 29, 2012	Employee		100	$ 12,105.00
February 29, 2012	Employee	4,900	850	$ 340,052.50
March 08, 2012	Employee		350	$ 42,367.50
April 06, 2012	Executive Officer		1,400	$ 169,470.00
May 15, 2012	Employee		1,100	$ 133,155.00
May 23, 2012	Employee		10	$ 1,210.50
May 7, 2013	Employee		300	$ 36,315.00
May 07, 2013	Employee	400		$ 19,360.00
May 07, 2013	Employee	700		$ 33,880.00
May 07, 2013	Employee	300		$ 14,520.00
May 07, 2013	Employee	300		$ 14,520.00
May 31, 2013	Employee	4,533	1,200	$ 364,657.20
June 07, 2013	Employee	275		$ 13,310.00
September 30, 2013	Employee		200	$ 24,210.00
November 8, 2013	Employee		1,200	$ 145,260.00
November 22, 2013	Employee		600	$ 72,630.00
November 22, 2013	Employee	200		$ 9,680.00
November 25, 2013	Executive Officer	10,500		$ 508,200.00
December 9, 2013	Employee		100	$ 12,105.00
December 10, 2013	Employee	1,000		$ 5,320.00
December 13, 2013	Employee	100		$ 2,920.00
April 7, 2014	Employee	450	1,050	$ 148,882.50
June 2, 2014	Employee		100	$ 12,105.00
June 04, 2014	Executive Officer	6,615		$ 47,131.88
June 6, 2014	Employee	1,325		$ 50,690.00
June 11, 2014	Employee		1,050	$ 127,102.50
June 13, 2014	Executive Officer	13,500		$ 653,400.00
June 18, 2014	Employee	500		$ 24,200.00
June 19, 2014	Employee	475		$ 22,990.00
June 23, 2014	Employee		700	$ 108,170.00
June 24, 2014	Executive Officer		1,000	$ 121,050.00
June 24, 2014	Executive Officer	5,660		$ 165,272.00
June 25, 2014	Employee	175		$ 8,470.00
June 25, 2014	Employee	5,000		$ 242,000.00
June 26, 2014	Employee		2,200	$ 266,310.00
June 26, 2014	Employee		2,550	$ 308,677.50
June 30, 2014	Employee	1,500		$ 72,600.00
June 30, 2014	Employee	1,500		$ 72,600.00
June 30, 2014	Employee		300	$ 36,315.00
June 30, 2014	Employee	889		$ 43,027.60
June 30, 2014	Employee		3,000	$ 363,150.00

The following table sets forth information on the stock options issued by us in the three years preceding the filing of this registration statement.

Non-qualified Stock Options Granted Through 6/30/14

Date of Issuance		Number of options Granted	Strike Price
May 30, 2011	Employee	1,000	$ 193.10
May 31, 2011	Executive Officer	7,500	$ 193.10
June 13, 2011	Employee	7,000	$ 193.10
August 15, 2011	Employee	5,000	$ 334.45
August 22, 2011	Employee	5,100	$ 334.45
August 29, 2011	Employee	7,500	$ 334.45
September 1, 2011	Employee	1,500	$ 334.45
October 1, 2011	Employees	7,000	$ 334.45
November 14, 2011	Employee	500	$ 334.45
January 1, 2012	Employees	1,000	$ 371.20
January 9, 2012	Employee	5,000	$ 371.20
January 23, 2012	Employee	1,750	$ 371.20
June 18, 2012	Employees	4,000	$ 371.20
July 27, 2012	Employee	500	$ 381.05
August 7, 2012	Employee	2,500	$ 381.05
September 27, 2012	Employee	500	$ 371.05
October 10, 2012	Employee	1,500	$ 381.05
April 1, 2013	Employees	1,500	$ 355.40
July 15, 2013	Employees	7,500	$ 355.40
July 22, 2013	Employee	500	$ 355.40
July 31, 2013	Executive Officer	500	$ 355.40
July 31, 2013	Employee	1,000	$ 355.40
August 23, 2013	Employee	500	$ 355.40
September 20, 2013	Employee	1,500	$ 355.40
September 30, 2013	Employees	9,000	$ 355.40
October 7, 2013	Employee	1,500	$ 355.40
October 17, 2013	Employees	16,500	$ 355.40
December 10, 2013	Employees	11,450	$ 355.40
December 10, 2013	Executive Officers	12,500	$ 355.40
December 16, 2013	Employee	2,500	$ 355.40
May 31, 2014	Employees	8,750	$ 379.05
June 2, 2014	Employee	500	$ 379.05
June 17, 2014	Employees	1,000	$ 379.05

The issuances of common stock described above either represent grants of restricted stock under, or were made pursuant to the exercise of stock options granted under our compensation plans to our officers, directors, employees and consultants in reliance upon an available exemption from the registration requirements of the Securities Act, including those contained in Rule 701 promulgated under Section 3(b) of the Securities Act. Among other things, we relied on the fact that, under Rule 701, companies that are not subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act are exempt from registration under the Securities Act with respect to certain offers and sales of securities pursuant to “compensatory benefit plans” as defined under that rule.

Item 16. Exhibits and financial statement schedules

See the Exhibit Index immediately following the signature page hereto, which is incorporated by reference as if fully set forth herein.

Item 17. Undertakings

The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.

(2) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) For purposes of determining any liability under the Securities Act, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(4) For purposes of determining any liability under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

i. Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

ii. Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

iii. The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

iv. Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Chesterland, State of Ohio, on September 18, 2014.

FMSA Holdings Inc.

By: /s/ Jenniffer D. Deckard
Name: Jenniffer D. Deckard
Title: President and Chief Executive Officer

* * *

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons on September 18, 2014.

Name	Title
/s/ Jenniffer D. Deckard Jenniffer D. Deckard	President, Chief Executive Officer and Director (Principal Executive Officer)
/s/ Christopher L. Nagel Christopher L. Nagel	Chief Financial Officer and Executive Vice President of Finance (Principal Financial and Accounting Officer)
* William E. Conway	Director
* Charles D. Fowler	Director
* William P. Kelly	Director
* Matthew F. LeBaron	Director
* Michael E. Sand	Director
* Lawrence W. Schultz	Director

*By: /s/ Christopher L. Nagel
Christopher L. Nagel
Attorney-in-Fact

INDEX TO EXHIBITS

Exhibit number	Description
*1.1	Form of Underwriting Agreement
††2.1	Interests Purchase Agreement, dated as of April 30, 2013, by and among Fairmount Minerals, Ltd., Soane Energy LLC and Self-Suspending Proppant LLC
3.1	Form of Third Amended and Restated Certificate of Incorporation of FMSA Holdings Inc.
3.2	Form of Fourth Amended and Restated Bylaws of FMSA Holdings Inc.
*4.1	Specimen Common Stock Certificate
5.1	Opinion of Vinson & Elkins L.L.P. as to the legality of the securities being registered
**10.1	Second Amended and Restated Credit and Guaranty Agreement dated as of September 5, 2013 by and among Fairmount Minerals, Ltd., Fairmount Minerals Holdings, Inc., certain subsidiaries of Fairmount Minerals, Ltd., Lake Shore Sand Company (Ontario) Ltd., the Lenders party thereto from time to time, Barclays Bank PLC, as Administrative Agent, as Collateral Agent and as Revolving Administrative Agent and the other agents referred to therein.
**10.2	Amendment Agreement dated as of September 5, 2013 by and among Fairmount Minerals, Ltd., Fairmount Minerals Holdings, Inc., certain subsidiaries of Fairmount Minerals, Ltd., Lake Shore Sand Company (Ontario) Ltd., the Lenders party thereto from time to time, Barclays Bank PLC, as Administrative Agent and as Collateral Agent and the other agents referred to therein.
**10.3	First Amendment to Second Amended and Restated Credit and Guaranty Agreement dated as of March 27, 2014 by and among Fairmount Minerals, Ltd., Fairmount Minerals Holdings, Inc., certain subsidiaries of Fairmount Minerals, Ltd., Lake Shore Sand Company (Ontario) Ltd., the Lenders party thereto from time to time, Barclays Bank PLC, as Administrative Agent, as Collateral Agent and as Revolving Administrative Agent and the other agents referred to therein.
**10.4	Joinder Agreement, dated as of February 14, 2014 by and among Barclays Bank PLC, Fairmount Minerals, Ltd., as borrower representative and Barclays Bank PLC, as administrative agent.
**10.5	Joinder Agreement, dated as of August 29, 2014 by and among Barclays Bank PLC, Morgan Stanley Bank, N.A., Wells Fargo Bank, National Association, Goldman Sachs Bank USA, Jefferies Finance LLC, Keybank National Association and Royal Bank of Canada (collectively, the "Incremental Revolving Loan Lenders"), Fairmount Santrol Inc., as borrower representative and Barclays Bank PLC, as administrative agent.
10.6	Form of Fourth Amended and Restated Stockholders Agreement
10.7	Form of Indemnification Agreement
10.8†	Form of FMSA Holdings Inc. Non-Qualified Stock Option Plan
10.9†	Form of Stock Option Agreement for FMSA Holdings Inc. (f/k/a FML Holdings, Inc.) Non-Qualified Stock Option Plan
10.10†	Amendment I to the FMSA Holdings Inc. Non-Qualified Stock Option Plan Stock Option Agreement
10.11†	Form of FMSA Holdings Inc. Long Term Incentive Compensation Plan
10.12†	Form of Stock Option Agreement for FMSA Holdings Inc. (f/k/a FML Holdings, Inc.) Long Term Incentive Compensation Plan
10.13†	Amendment I to the FMSA Holdings Inc. Long Term Incentive Compensation Plan Stock Option Agreement
10.14†	Form of FMSA Holdings Inc. Stock Option Plan

Exhibit number	Description
10.15†	Form of Stock Option Agreement for FMSA Holdings Inc. (f/k/a FML Holdings, Inc.) Stock Option Plan
10.16†	Amendment I to the FMSA Holdings Inc. Stock Option Plan Stock Option Agreement
10.17†	Form of FMSA Holdings Inc. 2014 Long Term Incentive Plan
10.18†	Form of Stock Option Agreement for FMSA Holdings Inc. 2014 Long Term Incentive Plan
10.19†	Form of Notice of Grant of Stock Option for FMSA Holdings Inc. 2014 Long Term Incentive Plan
10.20†	Form of Notice of Stock Option Exercise for FMSA Holdings Inc. 2014 Long Term Incentive Plan
10.21†	Form of Restricted Stock Unit Agreement for FMSA Holdings Inc. 2014 Long Term Incentive Plan
10.22†	Form of Notice of Grant of Restricted Stock Unit for FMSA Holdings Inc. 2014 Long Term Incentive Plan
**21.1	List of Subsidiaries of FMSA Holdings Inc.
**23.1	Consent of PricewaterhouseCoopers LLP
**23.2	Consent of GZA, GeoEnvironmental, Inc.
23.3	Consent of Vinson & Elkins L.L.P. (included as part of Exhibit 5.1)
**23.4	Consent of Freedonia Group, Inc.
**23.5	Consent of PacWest Consulting Partners
**23.6	Consent of PropTester, Inc.
**24.1	Power of Attorney

* To be filed by amendment.
** Previously filed.
† Compensatory plan or arrangement.
†† Schedules and exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The registrant agrees to supplementally furnish a copy of the omitted schedules and exhibits upon request.

Exhibit 2.1

Execution Version

INTERESTS PURCHASE AGREEMENT

THIS INTERESTS PURCHASE AGREEMENT (this " Agreement ") is entered into as of the 30 th day of April, 2013, by and among FAIRMOUNT MINERALS, LTD., a Delaware corporation (" Buyer "), SOANE ENERGY LLC, a Delaware limited liability company (" Seller "), and Self-Suspending Proppant LLC, a Delaware limited liability company (the " Company ").

RECITALS:

A. Seller has developed certain Technology (as hereinafter defined), and Seller has filed applications for patents for certain aspects of the Technology as set forth on Exhibit A hereto (the " Patent Applications ").

B. Seller has conveyed to the Company all of its right, title and interest in and to the Contributed Assets (as defined in the Contribution Agreement) and desires to (i) sell all of the equity of the Company (the " Interests ") to Buyer and (ii) refrain from competition with respect to the Contributed Assets in exchange for the consideration described herein.

C. To accomplish the aforementioned conveyance, (i) prior to the date hereof, Seller has contributed and assigned the Contributed Assets to the Company, and the Company has assumed the Assumed Liabilities (as defined in the Contribution Agreement) (the " Contribution "); and (ii) at the Closing, Seller will sell to Buyer the Interests pursuant to the terms and conditions set forth in this Agreement (the " Interests Purchase ").

Now, therefore, in consideration of the mutual representations, warranties, covenants and agreements set forth in this Agreement, the parties hereby agree as follows:

ARTICLE 1: DEFINITIONS

1.1 Definitions . Certain terms used in this Agreement shall have the meanings set forth in Article 10 , or elsewhere herein as indicated in Article 10 .

1.2 Accounting Terms . Accounting terms used in this Agreement and not otherwise defined herein shall have the meanings attributed to them under GAAP except as may otherwise be specified herein.

ARTICLE 2: CONTRIBUTION; INTERESTS PURCHASE

2.1 Contribution . Prior to the consummation of the transactions contemplated herein, Seller has contributed and assigned to the Company, (a) free and clear of all Liens, its entire right, title and interest, in all countries of the world, in and to the Contributed Assets and (b) the Assumed Liabilities, pursuant to the Contribution Agreement dated as of April 30, 2013, between Seller and the Company, a copy of which is attached as Exhibit B hereto (the " Contribution Agreement ").

2.2 Purchase of Interests . Subject to the terms and conditions of this Agreement, at the Closing Seller shall sell, assign, transfer and deliver to Buyer, free and clear of all Liens, and Buyer shall purchase from Seller, all of Seller's rights, title and interest in and to all of the Interests.

2.3 Purchase Price . The aggregate consideration to be paid by Buyer to Seller for the purchase of the Interests on the terms set forth herein is an amount (the " Purchase Price ") equal to (a) Fifty-Five Million Dollars ($55,000,000) (the " Up-Front Amount ") plus (b) the Earn-Out Amount pursuant to, and payable in accordance with, Section 2.4 hereof. Subject to the terms and conditions of this Agreement, at Closing, Buyer shall (i) pay Fifty Million Dollars ($50,000,000) to Seller (the " Closing Cash "), and (ii) deposit Five Million Dollars ($5,000,000) (the " Escrow Amount ") with the Escrow Agent in accordance with the Escrow Agreement to be held in escrow for a period of eighteen (18) months from the Closing Date. The Closing Cash shall be paid by Buyer to Seller in its entirety at Closing by means of a wire transfer of immediately available funds to an account designated by Seller.

2.4 Earn-Out Amount .

(a) Earn-Out Payments . As additional consideration for the Interests, and subject to (i) Seller's compliance with Section 8.4 hereof and the Services Agreement, (ii) compliance with the Soane Agreement by Dr. Soane and Soane Labs LLC, and (iii) Buyer's right of offset pursuant to Section 9.3 hereof, Buyer shall deliver an unsecured contingent note to Seller, in substantially the form attached as Exhibit C-1 hereto (the " Earn-Out Note "), pursuant to which Seller shall be entitled to receive additional consideration from Buyer (the " Earn-Out Amount ") during the five (5) year period (the " Earn-Out Period ") commencing upon and following the first calendar day of the month which includes the second (2nd) anniversary of the date that is the earlier of (x) the date of Commercial Sale (as defined below) and (y) the date that is six (6) months after the Closing Date (such date, the " Earn-Out Commencement Date "), equal to (i) fifty percent (50%) of the cumulative Product Margin for the Earn-Out Period, minus (ii) the total of all Marathon Payments made (A) during the Earn-Out Period and (B) prior to the Earn-Out Commencement Date and not otherwise satisfied from the Escrow Amount, on and subject to the terms contained herein, and which Earn-Out Amount shall be payable by Buyer to Seller as follows (each of the following payments, an " Earn-Out Payment "):

(1) within sixty (60) days following the last day of the First Measuring Period, an amount (the " First Payment ") equal to (A) fifty percent (50%) of the cumulative Product Margin for such First Measuring Period (if positive), minus (B) the total of all Marathon Payments made (i) prior to the Earn-Out Commencement Date and not satisfied from the Escrow Amount and (ii) during the First Measuring Period;

(2) within sixty (60) days following the last day of the Second Measuring Period, an amount (the " Second Payment "), equal to (x) fifty percent (50%) of the cumulative Product Margin for all then-completed Measuring Periods (if positive), minus (y) the total of all Earn-Out Payments previously paid by Buyer to Seller for all prior completed Measuring Periods, minus (z) the total of all Marathon Payments made prior to the completion of the Second Measuring Period (including any Marathon Payments made prior to the Earn-Out Commencement Date) that were not satisfied from the Escrow Amount or previously subtracted from a prior Earn-Out Payment;

(3) within sixty (60) days following the last day of the Third Measuring Period, an amount equal to (x) fifty percent (50%) of the cumulative Product Margin for all then-completed Measuring Periods (if positive), minus (y) the total of all Earn-Out Payments previously paid by Buyer to Seller for all prior completed Measuring Periods, minus (z) the total of all Marathon Payments made prior to the completion of the Third Measuring Period (including any Marathon Payments made prior to the Earn-Out Commencement Date) that were not satisfied from the Escrow Amount or previously subtracted from a prior Earn-Out Payment;

(4) within sixty (60) days following the last day of the Fourth Measuring Period, an amount equal to (x) fifty percent (50%) of the cumulative Product Margin for all then-completed Measuring Periods (if positive), minus (y) the total of all Earn-Out Payments previously paid by Buyer to Seller for all prior completed Measuring Periods, minus (z) the total of all Marathon Payments made prior to the completion of the Fourth Measuring Period (including any Marathon Payments made prior to the Earn-Out Commencement Date) that were not satisfied from the Escrow Amount or previously subtracted from a prior Earn-Out Payment;

(5) within sixty (60) days following the last day of the Fifth Measuring Period, an amount (the " Fifth Payment ") equal to (x) fifty percent (50%) of the cumulative Product Margin for the Earn-Out Period (if positive), minus (y) the total of all Earn-Out Payments previously paid by Buyer to Seller for all prior completed Measuring Periods, minus (z) the total of all Marathon Payments made prior to the completion of the Earn-Out Period (including any Marathon Payments made prior to the Earn-Out Commencement Date) that were not satisfied from the Escrow Amount or previously subtracted from a prior Earn-Out Payment.

For purposes of clarification, cumulative Product Margin may be less than Zero Dollars ($0); provided that in no event shall an Earn-Out Payment be less than Zero Dollars ($0). The First Measuring Period, Second Measuring Period, Third Measuring Period, Fourth Measuring Period and Fifth Measuring Period shall be collectively, and as context dictates, individually, referred to as " Measuring Periods ." Upon the expiration or termination of the Earn-Out Period (including pursuant to Section 2.4(i)), any remaining payment obligations pursuant to the Marathon Agreement (including any Marathon Payments for which payment has not been made from the Escrow Amount or was not subtracted from Earn-Out Payments) shall be assigned to and assumed by Seller (and Buyer shall be released from same and indemnified by Seller for such amounts). For the avoidance of doubt, a Marathon Payment is considered subtracted from an Earn-Out Payment only to the extent it reduces a positive amount to an amount greater than or equal to Zero Dollars ($0) (but not to the extent that it results in a negative amount), for any Measuring Period; provided , that any negative amount resulting therefrom will carryover to the next subsequent Measuring Period or will be owed by Seller at the end of the Fifth Measuring Period.

(b) Solely for purposes of this Section 2.4(b) , the term " Buyer " shall mean Fairmount Minerals, Ltd. and its subsidiaries. For purposes of this Agreement,

(i) " Commercial Sale " shall mean the date of the sale (in a single transaction or a series of related transactions) of at least four hundred (400) aggregate tons of Products by Buyer (other than product provided to Chesapeake Energy in March of 2013);

(ii) Products means any proppant embodying a self-suspending attribute alone or in combination with a dusting minimization, controlled chemical delivery and/or reduction of pumping pressure attribute, in any such case so long as such attribute is exclusive and proprietary to the Company and based upon the Seller IP Assets, where such proppant is (x) sold by Buyer to a Person other than a Subsidiary that is not the ultimate end-user of the proppant (an " Outside Person ") (" Product Sales "), or (y) licensed to an Outside Person (" Product Licenses ");

(iii) Product Margin shall be calculated by Buyer from its books and records in accordance with GAAP, and shall be based on Formula I below where the sum of the amounts contemplated under clauses (o), (p) (q), and (r) below has subtracted from it the sum of the items of expense, if any, to the extent they are actually incurred and/or paid by Buyer, identified in clauses (s), (t), (u), (v), and (w) below.

Formula I

Product Margin = (o)+(p)+(q)+(r) – (s)-(t)-(u)-(v)-(w)

For use in the Formula I above, the following calculations shall be used:

(o) for Product Sales, the gross sales of Buyer from the sale of Products to any Outside Person; plus

(p) for Product Licenses, royalties, license fees and other amounts received by Buyer from the license of any Seller IP Assets or Technology that incorporates, is based upon or derived from the Seller IP Assets to an Outside Person; plus

(q) for Products used in conjunction with value-added products or services provided or delivered by or on behalf of Buyer to an Outside Person, the fair market value of such Products used, with fair market value to be calculated as of the time that the applicable value-added products or services are provided or delivered (and such fair market value shall be determined based on the average quarterly price of the trailing quarter of Product Sales of Buyer; provided that if no such sales of Product have occurred at the time of determining such fair market value, fair market value shall be mutually determined in good faith by Buyer and Seller), and without double-counting of any contributions calculated under clauses (o), (p) or (r); plus

(r) as a substitute for or in addition to amounts contemplated under the foregoing clauses (o), (p) and (q), any non-cash consideration actually received by or on behalf of Buyer specifically in lieu of a cash purchase price for the sale of Products, provided that the fair market value of such non-cash consideration is to be calculated at the time of transfer of such non-cash consideration to Buyer; minus

(t) the fair market value price of base proppant substrate (e.g., sand, resin coated sand, ceramic or other proppants) acquired by Buyer (from a third party or from Buyer itself) and used in the production and sale of the Products (with such fair market value being determined based on the price paid by Buyer to a third party for such base proppant substrate or Buyer's current market prices (to be updated quarterly, and each quarterly price to be based on the average quarterly Ex-Plant price from where the base proppant substrate is sourced)); minus

(u) all direct and identifiable costs of Buyer relating to the Products, including, without limitation, fees and Taxes (other than income Taxes), raw material costs, fixed and variable production costs (excluding depreciation), freight and logistics costs (including freight to terminals and/or coating facilities and freight and logistics to customers), demurrage costs, terminal costs, railcar costs and Product specific selling, general and administrative costs (including, without limitation, research and development related to the Products); minus

(v) all direct and allocable costs of Buyer relating to the Products, including, without limitation, fixed and variable production costs (excluding depreciation), freight and logistics costs (including freight to terminals and/or coating facilities and freight and logistics to customers), demurrage costs, terminal costs and railcar costs; and minus

(w) an allocation of the selling, general and administrative costs (" S,G&A ") necessary to support Buyer's total proppants business (including without limitation, selling, marketing, customer service, terminal administration and logistics), the allocation of which will be calculated as the total of such indirect selling, general and administrative costs for the year minus the total of such indirect selling, general and administrative costs for the prior year (resulting in a positive or negative difference) multiplied by the ratio of the proportion of volume of Products sold by Buyer as compared to the overall volume of all proppants (including the Products) sold by Buyer, with any resulting positive difference being subtracted from (and reducing) Product Margin, or any resulting negative difference being added to (and increasing) Product Margin; for reference purposes, such SG&A for the twelve months ended March 31, 2012 was $7,210,103 .

For the avoidance of doubt, no costs included under provisions (u), (v) and (w) above in the determination of Product Margin under Formula I above will include costs or expenses incurred in the production and distribution of base proppant that are intended to be covered by the ex-Plant fair market value price for such proppant. Furthermore, (i) the calculation of Product Margin shall exclude (A) depreciation and amortization expense related to the assets used in the production and sale of the Products, (B) indirect research and development costs of Buyer (as contrasted to the direct research and development costs referenced in clause (3) above), (C) interest and income tax expense, (D) non-recurring expenses that are not associated with the marketing, production, development or sale of the Products, including, but not limited to, impairment charges related to goodwill, intangibles and long-term assets and (E) corporate overhead costs of Fairmount Minerals, Ltd; and (ii) if Products are sold by a Subsidiary of

Fairmount Minerals, Ltd. that is not, directly or indirectly, wholly-owned by Fairmount Minerals, Ltd. and its other Subsidiaries, then "Product Margin" for purposes of this Section 2.4(b) with respect to such sales shall be directly proportional to the percentage of such Subsidiary that is owned directly or indirectly by Fairmount Minerals, Ltd. and its other Subsidiaries (as determined by its right to receive profits or losses of such entity); provided, that Buyer will not sell Products through a Subsidiary in which it holds less than an eighty percent (80%) ownership interest without first obtaining Seller's consent. Buyer agrees to prepare an annual budget of the Company and review such budget with Seller prior to January 30th of each calendar year. Buyer shall provide Seller with a reasonable period (not to exceed fifteen (15) days) to review such budget, and Buyer shall discuss and consider incorporating any comments Seller may have on such budget (provided that such comments will be incorporated by Buyer in its sole discretion).

(c) Determinations; Procedures . Buyer agrees to keep records in sufficient detail to enable the Earn-Out Payments owed hereunder to be determined. Buyer further agrees to permit such applicable records to be examined by Seller no more frequently than once annually (upon reasonable advance notice, during normal business hours and without interruption to Buyer's business) to the extent necessary to verify the accuracy and completeness of the reports provided, and the amounts due and payable hereunder. Any information obtained by Seller as a result of such examination shall be deemed Confidential Information and subject to Section 8.4(a) hereof; provided that Seller may disclose such information to its board of directors, attorneys, accountants, financial advisors and investors (provided that such Persons are bound by equivalent confidentiality obligations enforceable by Buyer, or by Seller on Buyer's behalf (and provided that Seller will, at its own expense, enforce same on behalf of Buyer upon Buyer's request). Within sixty (60) days after the end of each quarter during the Earn-Out Period, Buyer shall provide Seller a statement setting forth in reasonable detail its determination of the Product Margin for such quarter, together with any supporting information used by Buyer in the determination of the Product Margin for such quarter. Such quarterly calculations shall be for informational purposes only and may be subject to adjustment or modification in the determination of the Product Margin for each Earn-Out Period. Within sixty (60) days following the end of each Measuring Period, Buyer shall (i) provide Seller a statement (each such statement, an " Earn-Out Statement ") setting forth in reasonable detail its determination of the cumulative Product Margin for such Measuring Period, together with reasonable supporting information used by Buyer in the determination of Product Margin for such Measuring Period and calculation of the Earn-Out Payment and (ii) make or cause to be made a payment to Seller in the amount of Buyer's calculation of the Earn-Out Payment as set forth on the Earn-Out Statement.

(d) Dispute Resolution .

(i) If Seller disagrees with Buyer's determination of an Earn-Out Payment as set forth in the Earn-Out Statement for any Earn-Out Period, Seller shall notify Buyer in writing of such disagreement within six (6) months after delivery of such Earn-Out Statement, which notice shall describe the nature of any such disagreement in reasonable detail. During the thirty (30) day period following any notice of disagreement delivered pursuant to the preceding sentence, Buyer and Seller shall negotiate in good faith in order to attempt to resolve any such disagreement. If Buyer and Seller are unable to resolve such disagreement within such

thirty (30) day negotiation period, either Buyer or Seller may submit such dispute to the Independent Accountants, in which case, each of Buyer and Seller shall submit their respective proposed Earn-Out Payment amount to the Independent Accountants, and Buyer shall provide the Independent Accountants with reasonable access to relevant books, records, documents, schedules and workpapers specific to the calculation of the Earn-Out Payment to the extent reasonably necessary to enable the Independent Accountants to verify Buyer's determination of the Earn-Out Payment amount for the Measuring Period covered by such Earn-Out Statement; provided that (i) access shall be provided at reasonable times upon reasonable prior notice to Buyer and under reasonable circumstances; (ii) such access shall not unreasonably interfere with the business operations of Buyer or the Company; and (iii) the Independent Accountants shall enter into a confidentiality agreement in form and substance reasonably satisfactory to Buyer.

(ii) The Independent Accountants will only consider those issues and matters as to which Buyer and Seller have disagreed, this Agreement and a binder that each of Buyer and Seller may submit to the Independent Accountants, which may include all of such party's calculations with respect to the subject matter of the disagreement and all of its information, arguments and support for its position. Buyer and Seller shall direct the Independent Accountants to deliver to Buyer and Seller, as promptly as practicable and in any event within sixty (60) days after its appointment, a written report setting forth the resolution of any such disagreement without providing any details regarding the information reviewed by the Independent Accountants. The final determination of the Earn-Out Payment by the Independent Accountants shall not be greater than that submitted by Seller or less than that submitted by Buyer. The determination of the Independent Accountants shall be final and binding upon Buyer and Seller (such amount, the " Final Earn-Out Payment "). Judgment may be entered upon the determination of the Independent Accountants in any court having jurisdiction over the party against which such determination is to be enforced. The fees, expenses and costs of the Independent Accountants shall be borne on a proportionate basis by Seller, on the one hand, and Buyer, on the other hand, based on the percentage which the portion of the contested amount resolved in favor of such party bears to the total amounts contested by Seller. Buyer shall make or cause to be made a payment to Seller in the amount that the Final Earn-Out Payment exceeds the amount that Buyer already paid to Seller in accordance with the last sentence of Section 2.4(c) promptly after such final determination, but in no event more than five (5) Business Days.

(e) Buyer Covenants for Protection of Foreclosure Rights .

(1) Buyer makes no representation or warranty that any Product(s) or the Technology can or will be successfully commercialized and shall be free at all times to make all decisions regarding strategies and actions pertaining to the Seller IP Assets in the Field, the Products and all other aspects of its business; provided that until the earlier of (x) the last day of the Earn-Out Period or (y) the occurrence of the Interim Transfer Date or the Final Transfer Date, Buyer shall use good faith efforts to successfully commercialize the self-suspending proppant Product(s) and agrees to act in good faith and not to take any actions the primary purpose of which is to lower any potential Earn-Out Payment (but Buyer owes no fiduciary duty or express or implied duty to Seller with respect to the Earn-Out Amount).

(2) Notwithstanding the foregoing Subsection (e)(1), so long as Seller retains any rights to foreclose upon the Interim Security or the Final Security in accordance with the terms of Section 2.4(g) and Section 2.4(h) hereof, (i) Buyer (or Buyer's Affiliates) shall maintain ownership of one hundred percent (100%) of the equity interests in the Company and shall not issue, distribute or transfer any equity interests (including options or other securities convertible into equity interests) in the Company to any other Person, (ii) all Intellectual Property developed after the Closing by the Company or Buyer (or Buyer's Affiliates, third-party contractors or licensees to the extent the Company, Buyer or its Affiliates have ownership rights therein) based on, or derived from, the Contributed Assets shall be retained by the Company, (iii) the Company shall not, and Buyer shall not cause the Company to, sell, transfer or license any assets of the Company other than pursuant to non-exclusive licenses (x) in arms-length commercial transactions or (y) within the Buyer Group that terminate pursuant to their terms upon the Interim Transfer Date or the Final Transfer Date and (iv) Buyer shall not create or impose a Lien on the Interests and/or such assets of the Company unless such Lien is created or imposed on substantially all of the assets of the Buyer Group (which for purposes of clarity, permits such a Lien pursuant to Buyer's senior credit facility).

(f) Earn-Out Note . The parties understand and agree that the unsecured contingent right to receive the Earn-Out Amount shall be represented by the Earn-Out Note. Notwithstanding the foregoing, if (i) the aggregate amount of the First Payment and the Second Payment fails to equal or exceed the amount (the " Interim Threshold ") equal to (x) Forty Five Million Dollars ($45,000,000) minus (y) the total of all Marathon Payments made prior to the completion of the Second Measuring Period (including any Marathon Payments made prior to the Earn-Out Commencement Date) that were not satisfied from the Escrow Amount and Buyer does not pay the Interim Buy-Out Amount pursuant to Section 2.4(g) following Seller's issuance of its Interim Foreclosure Notice, or (ii) the aggregate amount of the Earn-Out Payments made by Buyer during the Earn-Out Period plus the Interim Buy-Out Amount (if any) made by Buyer fails to equal or exceed the amount (the " Final Threshold ") equal to (1) One Hundred Ninety Five Million Dollars ($195,000,000) minus (2) the total of all Marathon Payments made prior to the completion of the Earn-Out Period (including any Marathon Payments made prior to the Earn-Out Commencement Date) that were not satisfied from the Escrow Amount and Buyer does not pay the Final Buy-Out Amount pursuant to Section 2.4(h) following Seller's issuance of its Final Foreclosure Notice, then Seller shall be entitled to exercise any rights it may have to foreclose (the " Foreclosure ") upon the Interim Security or the Final Security, as applicable, under Section 2.4(g) or Section 2.4(h) , as applicable, and the Earn-Out Note shall thereafter terminate as provided in Section 2.4(i) below.

(g) Interim Foreclosure . If the aggregate of the First Payment and the Second Payment fails to equal or exceed the Interim Threshold, then upon such failure Seller shall receive a security interest in fifty-one percent (51%) of the Interests (the " Interim Security ") and have the right, as its sole and exclusive remedy for such failure, and exercisable by delivering written notice to Buyer within sixty (60) days following its payment of the Second Payment (the " Interim Foreclosure Notice "), to Foreclose upon the Interim Security within twenty (20) days following Seller's delivery of the Interim Foreclosure Notice (subject to Section 2.4(i)). Notwithstanding the foregoing, upon Seller's delivery of the Interim Foreclosure

Notice, Buyer shall have the right (the " Interim Buy-Out Right "), exercisable by delivering written notice to Seller within fifteen (15) days following Buyer's receipt of the Interim Foreclosure Notice (or such longer period of time as is provided for pursuant to Section 2.4(i)), to terminate Seller's right of Foreclosure under this Section 2.4(g) by paying Seller an amount equal to the difference between the Interim Threshold and the aggregate amount of the First Payment and Second Payment paid by Buyer to Seller (the " Interim Buy-Out Amount "). Upon the failure of Seller to deliver the Interim Foreclosure Notice within the sixty (60) day period specified above or upon the payment of the Interim Buy-Out Amount (which shall be payable by Buyer within thirty (30) days of Buyer's delivery to Seller of its notice to exercise its Interim Buy-Out Right), Seller's aforementioned security interest in the Interim Security and right of Foreclosure upon the Interim Security shall be terminated, Buyer shall maintain ownership of such Interim Security and Seller shall have no further recourse against Buyer with respect to the failure of the aggregate of the First Payment and Second Payment to equal or exceed the Interim Threshold. If Buyer does not exercise its Interim Buy-Out Right following Seller's proper delivery of the Interim Foreclosure Notice, then (A) the transfer of the Interim Security shall be consummated by Buyer and Seller on the date (the " Interim Transfer Date ") that is five (5) Business Days following the earliest of (i) Buyer's written election not to exercise the Interim Buy-Out Right, (ii) the expiration (without payment by Buyer of the Interim Buy-Out Amount) of thirty (30) days following Buyer's delivery to Seller of its notice to exercise its Interim Buy-Out Right, or (iii) the expiration of the fifteen (15) day period (or such longer period of time as is provided pursuant to Section 2.4(i)) following Buyer's receipt of the Interim Foreclosure Notice without Buyer's exercise of the Interim Buy-Out Right; (B) Seller shall be responsible for the payment of all transfer Taxes relating to the transfer of such Interim Security from Buyer to Seller; and (C) as a condition to such transfer, (1) Buyer and Seller shall enter into an Operating Agreement in the form attached as Exhibit D hereto (the " Company Operating Agreement "), which Company Operating Agreement will govern the operation and management of the Company following the consummation of the transfer of the Interim Security, (2) Buyer shall release, or cause to be released, all Liens on the Interim Security and/or assets of the Company, and (3) any remaining payment obligations pursuant to the Marathon Agreement shall be assigned and assumed by Seller (and Buyer shall be released from same and indemnified by Seller for such obligations). For purposes of clarity, upon the consummation of the transfer to Seller of the Interim Security, the Earn-Out Note will terminate as provided in Section 2.4(i) , Seller's right to a security interest in the remaining Interests and to Foreclose upon the Final Security pursuant to Section 2.4(h) hereof shall terminate and Seller shall have no further recourse against Buyer with respect to the failure of the aggregate amount of the First Payment and the Second Payment to equal or exceed the Interim Threshold.

(h) Final Foreclosure . If (i) either (a) the aggregate amount of the First Payment and the Second Payment equaled or exceeded the Interim Threshold, or (b) the aggregate amount of the First Payment and the Second Payment was less than the Interim Threshold but Seller did not exercise its right to Foreclose upon the Interim Security or Buyer exercised its Interim Buy-Out Right and (ii) the total aggregate Earn-Out Payments during the Earn-Out Period plus the Interim Buy-Out Right (if paid by Buyer) fails to equal or exceed the Final Threshold, then upon such failure Seller shall receive a security interest in eighty percent (80%) of the Interests (the " Final Security ") and shall have the right, as its sole and exclusive remedy for such failure, and exercisable by delivering written notice to Buyer within sixty (60) days following its payment of the Fifth Payment (the " Final Foreclosure Notice "), to Foreclose

upon the Final Security within twenty (20) days following Seller's delivery of the Final Foreclosure Notice (subject to Section 2.4(i)). Notwithstanding the foregoing, upon Seller's delivery of the Final Foreclosure Notice, Buyer shall have the right (the " Final Buy-Out Right "), exercisable by delivering written notice to Seller within fifteen (15) days following Buyer's receipt of the Final Foreclosure Notice (or such longer time period as is provided for pursuant to Section 2.4(i)), to terminate Seller's right of Foreclosure under this Section 2.4(h) by paying Seller an amount (the " Final Buy-Out Amount ") equal to the difference between (1) the Final Threshold and (2) the total aggregate Earn-Out Payments made by Buyer during the Earn-Out Period plus the Interim Buy-Out Right (if paid by Buyer). Upon the failure of Seller to deliver the Final Foreclosure Notice within the sixty (60) day period specified above or upon the payment of the Final Buy-Out Amount (which shall be payable by Buyer within thirty (30) days of Buyer's delivery to Seller of its notice to exercise its Final Buy-Out Right), Seller's aforementioned security interest in the Final Security and right of Foreclosure upon the Final Security shall be terminated, Buyer shall maintain ownership of such Final Security and Seller shall have no further recourse against Buyer with respect to the failure of the aggregate Earn-Out Payments during the Earn-Out Period plus the Interim Buy-Out Right (if paid by Buyer) to equal or exceed the Final Threshold. If Buyer does not exercise its Final Buy-Out Right following Seller's proper delivery of the Final Foreclosure Notice, then (A) the transfer of the Final Security shall be consummated by Buyer and Seller on the date (the " Final Transfer Date ") that is five (5) Business Days following the earliest of (i) Buyer's written election not to exercise the Final Buy-Out Right, (ii) the expiration (without payment by Buyer of the Final Buy-Out Amount) of thirty (30) days following Buyer's delivery to Seller of its notice to exercise its Final Buy-Out Right, or (iii) the expiration of the fifteen (15) day period following Buyer's receipt of the Final Foreclosure Notice (or such longer time period as is provided for pursuant to Section 2.4(i)) without Buyer's exercise of the Final Buy-Out Right; (B) Seller shall be responsible for the payment of all transfer Taxes relating to the transfer of such Final Security from Buyer to Seller; and (C) as a condition to such transfer, (1) Buyer and Seller shall enter into the Company Operating Agreement, which Company Operating Agreement will govern the operation and management of the Company following the consummation of the transfer of the Final Security, (2) Buyer shall release, or cause to be released, all Liens on the Final Security and/or assets of the Company, and (3) any remaining payment obligations pursuant to the Marathon Agreement shall be assigned and assumed by Seller (and Buyer shall be released from same and indemnified by Seller for such obligations).

(i) Termination of Earn-Out Note; Buyer's License . Upon the Interim Transfer Date or the Final Transfer Date, as applicable, (i) the Earn-Out Note, including any obligations of either party thereunder (or under Section 2.4(a)), will terminate and extinguish in its entirety, (ii) Seller's rights to review the records of Buyer pursuant to Section 2.4(c) hereof will terminate and extinguish in their entirety, and (iii) Buyer and its Affiliates will be granted a perpetual, non-exclusive license to use the Seller IP Assets in the Field at a royalty rate to be negotiated in good faith between Buyer and Seller during the time period (the " Royalty Rate Negotiation Period ") between (x) the Interim Foreclosure Notice and the expiration of Buyer's Interim Buy-Out Right or (y) the Final Foreclosure Notice and the expiration of Buyer's Final Buy-Out Right, as applicable (which royalty rate will adjust throughout the term of the license agreement to be no less favorable than the lowest royalty rates payable by third parties for license of the Technology (the " MFN Right ")), pursuant to a license agreement in substantially the form attached as Exhibit E hereto (the " Buyer License Agreement "). Buyer and Seller shall

negotiate in good faith during the Royalty Rate Negotiation Period. If Buyer and Seller cannot come to agreement on a royalty rate in the Royalty Rate Negotiation Period, then Buyer and Seller shall mutually select a valuation firm experienced in determining market rates for such royalties (the fees of which firm shall be split equally by Buyer and Seller); provided that (i) if Buyer and Seller are unable to agree upon a firm within five (5) Business Days of the start of deliberation on the matter, each of Buyer and Seller shall select one such firm and such firms shall mutually select the firm to determine the royalty, which selection shall be binding on Buyer and Seller and (ii) the time period pursuant to which Buyer may exercise its Interim Buy-Out Right or Final Buy-Out Right, as applicable, shall be extended until five (5) Business Days following the determination by such valuation firm. The royalty rate determined by such valuation firm shall be binding on Buyer and Seller (subject to the MFN Right).

(j) Tax Treatment . For United States federal and applicable state and local tax purposes, the parties hereto agree that (A) (i) $200,000 of the Up-Front Amount and (ii) additional payments for consulting services pursuant to the Services Agreement shall be treated as compensation in consideration of Seller's consulting services (or the retainer to be available therefor), and Buyer shall deliver to Seller as required by law an Internal Revenue Service Form 1099 reporting such amounts as nonemployee compensation earned by Seller; (B) $100,000 of the Up-Front Amount shall be treated as a payment in consideration for the non-competition agreement set forth in Section 8.4 (b); and (C) the remaining $49,700,000 of the Up-Front Amount and the entire amount of any Earn-Out Amount shall be treated as a payment for the sale by the Seller and the purchase by the Buyer of the Seller IP Assets. The right of the Seller to the Earn-Out Amount and the Escrow Amount (if and to the extent released) shall be treated as deferred contingent purchase price eligible for installment sale treatment under Section 453 of the Internal Revenue Code of 1986, as amended (the " Code "), and any corresponding provision of foreign, state, or local law, as appropriate. Interest may be imputed upon any payment of the Earn-Out Amount and the Escrow Amount, as required by the applicable provisions of the Code and the Treasury Regulations thereunder (including Treasury Regulations Section 1.1275-4(c), as applicable). The Up-Front Amount, less any amounts allocated under clauses (A) and (B) above, shall be allocated among the assets contributed to the Company in accordance with Schedule 2.4(j) hereto, and any Earn-Out Amounts shall be allocated in accordance with the same methodology. Each of the parties hereto shall file all tax returns (including an Internal Revenue Form 8594) and treat all payments hereunder consistent with the foregoing agreements, and no party will take any inconsistent position on any tax return, in any audit or other proceeding, or otherwise.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF SELLER AND THE COMPANY

Seller and the Company, jointly and severally, represent and warrant to Buyer, subject to such exceptions as are specifically disclosed in the disclosure schedule (referencing the appropriate section and subsection numbers or disclosed in any other section, subsection or clause of the disclosure schedule; provided , that it is reasonably apparent upon reading the disclosure in such other section, subsection or clause that such disclosure is responsive to the appropriate section or subsection of this Section 3) as of the date hereof and as of the Closing Date as follows:

3.1 Authority and Capacity; Ownership of Interests . Seller and the Company each possess all requisite legal right, power, authority and capacity to execute, deliver and perform this Agreement, and each other agreement, instrument and document to be executed and delivered by such party, as applicable, and to consummate the transactions contemplated herein and therein, including, without limitation, the Contribution and the Interests Purchase. Seller is the record and beneficial owner of one hundred percent (100%) of the Interests and has good and valid title to the Interests free and clear of all Liens and upon the consummation of the Interests Purchase, Buyer will own the Interests free and clear of all Liens (other than Liens created by Buyer). Seller (i) is its own "ultimate parent entity" as that term is defined in 16 C.F.R. Section 801.1(a)(3), and (ii) does not have either "annual net sales" or "total assets" equal to or greater than $14,200,000 as determined in accordance with 16 C.F.R. Section 801.11.

3.2 Execution and Delivery; Enforceability .

(a) This Agreement and each other document, instrument or agreement to be executed and delivered by Seller and/or the Company in connection herewith has been, or upon such execution and delivery at the Closing will have been, duly executed and delivered by Seller and/or the Company, as applicable, and constitutes, or upon such execution and delivery at the Closing will constitute, the legal, valid and binding obligation of Seller and/or the Company, as applicable, enforceable in accordance with its terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. Neither Seller nor the Company is a party to, subject to, or bound by any Order, or any contract or agreement that prevents the execution or delivery of this Agreement or any other agreement contemplated hereby by Seller or the Company, as applicable, or the consummation of the transactions contemplated hereby and thereby.

(b) The Contribution Agreement and each other assignment or contribution document, instrument or agreement executed and delivered by Seller in connection with the Contribution was duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms. Seller is not (and was not) a party to, subject to, or bound by any Order, or any contract or agreement which would have prevented the execution or delivery of the Contribution Agreement by Seller nor the consummation of the Contribution.

3.3 Noncontravention .

(a) Neither the execution and delivery of this Agreement or any other agreement or document to be executed and delivered by Seller or the Company pursuant hereto (including, without limitation, the Contribution Agreement), nor the consummation by Seller or the Company of the transactions contemplated hereby or thereby (including, but not limited to, the Contribution), nor compliance by Seller or the Company with any of the provisions hereof or thereof, will (i) conflict with or result in a breach of any provisions of the Organizational Documents of Seller or the Company, (ii) constitute or result in the breach of any term, condition or provision of, or constitute a default under (with or without notice or lapse of time, or both), or give rise to any right of termination, cancellation or acceleration with respect to, or give rise to

any obligation of Seller or the Company to make any payments under, or result in increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or the creation or imposition of a Lien upon the Contributed Assets or the Interests, pursuant to any contract or agreement to which Seller or the Company is a party or by which the Contributed Assets or the Interests are subject or bound (other than this Agreement), or (iii) violate any Order or Law applicable to Seller, the Company, the Contributed Assets or the Interests.

(b) No consent or authorization of or filing with any Person is required of Seller or the Company in connection with the execution, delivery or performance of this Agreement or any other agreement or document to be executed and delivered by Seller or the Company pursuant hereto (including, without limitation, the Contribution Agreement), or the consummation of the transactions contemplated hereby or thereby (including, without limitation, the Contribution), except for the filings set forth on Schedule 3.3(b) hereto that are required to be made with applicable federal, state and foreign governments in connection with the Contribution to reflect the transfer of ownership in the Contributed Assets to the Company (and none of which are required to be filed prior to the date hereof).

3.4 Legal Proceedings . There is no Order and no action, suit, arbitration, proceeding, investigation or claim of any kind whatsoever, at Law or in equity, pending or, To Seller's Knowledge, threatened against the Company or Seller, which would give a third party the right to enjoin or rescind the transactions contemplated by this Agreement or otherwise prevent the Company or Seller from complying with the terms and provisions of this Agreement or any other agreement or document to be executed and delivered by Seller or the Company pursuant hereto (including, without limitation, the Contribution Agreement). Notwithstanding anything to the contrary in this Agreement, this Section 3.4 provides the sole and exclusive representations and warranties of Seller with respect to non-Intellectual Property based litigation.

3.5 Organization and Good Standing . Seller is a limited liability company organized, validly existing and in good standing under the Laws of the State of Delaware. The Company is a limited liability company organized, validly existing and in good standing under the Laws of the State of Delaware. The Company has all requisite organizational power and authority to own and lease the Contributed Assets. The Seller has all requisite organizational power and authority to effect the Contribution and enter into this Agreement. Seller has delivered to Buyer a true, complete and correct copy of the Organizational Documents of the Company as currently in effect and reflecting any and all amendments thereto.

3.6 Capitalization . The Interests represent one hundred percent (100%) of the issued and outstanding limited liability company interests in the Company and all of such Interests are owned of record and beneficially by Seller. The Interests were issued in compliance with all applicable federal and state securities Laws and any preemptive rights or rights of first refusal of any Person. There are no voting trusts, proxies, or other agreements or understandings with respect to the voting of any membership interest in the Company; there does not exist nor is there outstanding any right or security granted or issued to any Person to cause the Company to issue or sell any equity interest in the Company to any Person (including any warrant, option, convertible debt obligation, subscription for securities convertible into equity interest in the Company, or any other similar right, security, instrument or agreement); and there is no obligation, contingent or otherwise, of the Company to repurchase, redeem or otherwise acquire any limited liability company interest or other equity interests in the Company.

3.7 Intellectual Property .

(a) Prior to the date of the Contribution, all inventors of the Seller IP Assets transferred and assigned to Seller all of his or her right, title and interest in and to the Seller IP Assets. The Company is the exclusive owner of the Seller IP Assets and has good and marketable title to the Seller IP Assets, free and clear of any Liens. The Company has obtained and properly recorded previously executed assignments from the applicable inventors to Seller for the Patent Applications and other Seller IP Assets that have been issued by, or registered or the subject of an application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or in any similar office or agency anywhere in the world, as are necessary to fully perfect its rights and title therein, and prior to the Closing, will have executed, and initiated the recording of, assignments from Seller to the Company for the Patent Applications and such other Seller IP Assets as are necessary to fully perfect the Company's rights and title therein, in each case in accordance with the Laws in each respective jurisdiction. Seller has taken all commercially reasonable steps necessary to protect its right, title and interest in and to the Seller IP Assets and from and after the Contribution, the Company has taken all commercially reasonable steps necessary to protect its right, title and interest in and to the Seller IP Assets.

(b) Marathon Oil Company does not have any ownership rights in the Seller IP Assets. At no time prior to March 15, 2012 was (i) a sale or an offer to sell made by or on behalf of Seller or any of its Affiliates, or to Seller's Knowledge, by any other Person, with respect to any proppant embodying the Technology or (ii) any proppant embodying the Technology in public use by Seller or any of its Affiliates, or, to Seller's Knowledge, any other Person. Neither Seller nor the Company is in breach or default of the Marathon Agreement, and To Seller's Knowledge, Marathon Oil Company is not in breach or default thereof. With respect to the Marathon Agreement:

(A) attached as Schedule 3.7(b) is a true, correct and complete copy of the Marathon Agreement and all amendments thereto;

(B) neither Seller nor the Company has breached or is in breach, or has defaulted or is in default under, the Marathon Agreement and, To Seller's Knowledge, (x) Marathon Oil Company is not in breach of or default under the Marathon Agreement and has performed all obligations required to be performed by it pursuant to the Marathon Agreement and (y) there are no existing threats of default, breaches or violations of the Marathon Agreement by Marathon Oil Company; and

(C) other than for purposes of determining the Return Cap (as defined in the Marathon Agreement), the Fracturing Agreement (as defined in the Marathon Agreement) does not relate to the Contributed Assets or the Assumed Liabilities, and there is no other agreement between Seller or its Affiliates and Marathon Oil Company that relates to the Contributed Assets or Assumed Liabilities.

(c) There are no actions, suits, claims, or proceedings pending or in progress, or To Seller's Knowledge, threatened, and To Seller's Knowledge there are no investigations pending, in progress or threatened, in each case relating in any way to the Seller IP Assets. There are no existing contracts, agreements, options, commitments, proposals, bids, offers, or rights with, to, or in any Person to acquire ownership of or rights in any of the Seller IP Assets other than this Agreement. Buyer will not be subject to any covenant not to sue or similar restrictions on its enforcement or enjoyment of the Seller IP Assets as a result of any transaction prior to the Closing Date related to the Seller IP Assets. Notwithstanding anything to the contrary in this Agreement, this Section 3.7(c) provides the sole and exclusive representations and warranties of Seller with respect to Intellectual Property based litigation.

(d) None of the Patent Applications has ever been determined to be invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding, and neither Seller nor the Company has received any written notice that the Patent Applications may be invalid, unpatentable, or unenforceable, nor To Seller's Knowledge is there any basis for concluding that the Patent Applications may be invalid, unpatentable, or unenforceable. If any of the Patent Applications are terminally disclaimed to another patent or patent application, all patents and patent applications subject to such terminal disclaimer are included in the Contribution.

(e) None of Seller, the Company, nor To Seller's Knowledge, (i) any prior owner of Seller or Company or (ii) the respective agents or representatives of Seller or the Company or any such prior owner, have engaged in any conduct, or omitted to perform any necessary act, the result of which would render unpatentable or unenforceable any of the subject matter of any of the Patent Applications or hinder the enforcement of any patents issuing therefrom, including, without limitation, misrepresenting the Patent Applications or any portion or component thereof to a standard-setting organization.

(f) All patent office fees, maintenance fees, annuities, and the like due or payable on the Patent Applications have been timely paid.

(g) Seller does not own rights in or to any Intellectual Property in the Field other than the Seller IP Assets. To Seller's Knowledge, the Seller IP Assets constitute all of the Intellectual Property necessary for Buyer to manufacture and sell the Products in the Field immediately following the Closing Date. The Seller IP Assets constitute all of the Intellectual Property assets necessary for the Company to satisfy its obligations under the Marathon Agreement.

(h) To Seller's Knowledge, none of the use of the Seller IP Assets in the Field or as tested by Marathon Oil Company and/or Chesapeake Energy prior to Closing infringes on, and neither the manufacture, use, sale, offer for sale, or importation of the Products, nor any other practice of the Technology or any other Seller IP Assets, on a standalone basis and in the form such Technology and Seller IP Assets exist immediately following the Closing, by Buyer in the Field immediately following the Closing will infringe upon, any Intellectual Property of any other Person. With respect to the Seller IP Assets, Seller has not misappropriated and neither Seller nor the Company is misappropriating the subject matter of any trade secrets of any other Person, nor has Seller or the Company received any written notice

of, and To Seller's Knowledge there is no reasonable basis for, a claim of such misappropriation. Neither Seller nor the Company has any disputes with or claims against, or To Seller's Knowledge any reasonable basis for claims against, any other Person for infringement or misappropriation by such Person of any of the Seller IP Assets. To Seller's Knowledge, there is no patent, patent application or other Intellectual Property rights of any third party that would prevent Buyer from using the Seller IP Assets in the Field. Notwithstanding anything to the contrary in this Agreement, the first sentence of Section 3.7(c) and this Section 3.7(h) provide the sole and exclusive representations and warranties of Seller with respect to infringement of any Intellectual Property of any other Person.

(i) To Seller's Knowledge, all prior art and other information that was pertinent to the examination of the Patent Applications has been cited to the United States Patent and Trademark Office. The Company has no obligation to compensate any Person for the use of any of any Seller IP Assets, and neither Seller nor the Company has granted any Person any license or other right to use in any manner any of the Seller IP Assets in the Field, whether requiring the payment of royalties or not. No Affiliate of Seller owns any rights in or to the Technology in the Field.

(j) Exhibit F hereto sets forth a list of all joint development agreements between Seller and third parties relating to the Technology. True, correct and complete copies of the agreements set forth on Exhibit F (the " IP Agreements ") hereto have been provided by Seller to Buyer. The IP Agreements are the legally binding obligations of the parties thereto, enforceable by the Company in accordance with their terms. Seller has entered into secrecy, confidentiality or non-disclosure agreements with all third parties pursuant to which confidential information relating to the Technology has been provided to third parties, and such agreements are legally binding obligations of the parties thereto, enforceable by the Company in accordance with their terms.

(k) To Seller's Knowledge, the particular water-in-oil polyacrylamide inverse emulsion that was used to make the modified proppant (i) field-tested by Marathon Oil Corporation under the Marathon Agreement, and (ii) field-tested by Chesapeake Energy under Buyer's direction and with Seller's permission in 2013, was purchased commercially from SNF, a chemical supplier, and was offered for sale in the United States by SNF prior to April, 2007.

(l) None of the Contributed Assets existed during the period of time from and including July 25, 1991 through and including August 10, 1993.

3.8 No Undisclosed Liabilities . The Company was formed solely for the purpose of engaging in the transactions contemplated by this Agreement and the other agreements contemplated hereby (including the Contribution Agreement) and has not: (a) entered into any contracts other than this Agreement, the other agreements entered into by the Company pursuant to this Agreement and those agreements listed in the Contribution Agreement as Contributed Assets and set forth on Schedule 3.8 ; or (b) incurred, nor is it subject to, any Liabilities other than (i) the Assumed Liabilities, (ii) those associated with this Agreement and the other agreements entered into by the Company pursuant to this Agreement and (iii) those associated with the agreements listed in the Contribution Agreement as Contributed Assets and set forth on Schedule 3.8 . The Company is a single member limited liability company treated as a disregarded entity for U.S. federal income and applicable state and local income tax purposes.

3.9 Brokerage . No Person is or will become entitled, by reason of any agreement or arrangement entered into or made by or on behalf of Seller or the Company, to receive any commission, brokerage, finder's fee or other similar compensation in connection with the consummation of the transactions contemplated by this Agreement.

3.10 Full Disclosure . To Seller's Knowledge, no representation or warranty of Seller contained in this Agreement, or in any other document, instrument, agreement, paper or other written statement or certificate delivered by Seller pursuant to this Agreement or in connection with the transactions contemplated herein, contains a material omission, untrue statement of fact or omits or will omit to state a fact necessary to make the statements contained herein or therein not misleading.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the date hereof and as of the Closing Date as follows:

4.1 Organization; Authorization . Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has all requisite power and authority to execute, deliver and perform this Agreement and each other agreement, instrument and document to be executed and delivered by or on behalf of Buyer in connection herewith.

4.2 Execution and Delivery; Enforceability . This Agreement and each other document, instrument or agreement to be executed and delivered by Buyer in connection herewith has been, or upon such execution and delivery will have been, duly executed and delivered by Buyer and constitutes, or upon such execution and delivery will constitute, the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies. Buyer is not a party to, subject to, or bound by any Order, or any contract or agreement which prevents the execution or delivery of this Agreement or any other agreement contemplated hereby by Buyer or the consummation of the transactions contemplated hereby and thereby.

4.3 Governmental Authorities; Consents . No consent, approval or authorization of any Person is required to be obtained by Buyer in connection with Buyer's execution, delivery and performance of this Agreement or any other document, instrument or agreement to be executed and delivered by Buyer in connection herewith or the consummation of the transactions contemplated hereby or thereby.

4.4 Brokerage . No Person is or will become entitled, by reason of any agreement or arrangement entered into or made by or on behalf of Buyer, to receive any commission, brokerage, finder's fee or other similar compensation in connection with the consummation of the transactions contemplated by this Agreement.

4.5 Legal Proceedings . There is no Order and no action, suit, arbitration, proceeding, investigation or claim of any kind whatsoever, in Law or in equity, pending or, to the knowledge of Buyer, threatened against Buyer, which would give a third party the right to enjoin or rescind the transactions contemplated by this Agreement or otherwise prevent Buyer from complying with the terms and provisions of this Agreement or any other agreement or document to be executed and delivered by Buyer pursuant hereto.

4.6 Financing . Buyer has sufficient currently-available funds to consummate the transactions contemplated by this Agreement to pay the Closing Cash, the Escrow Amount and all outstanding fees and expenses in connection with the transactions contemplated by this Agreement.

4.7 Investment Intent . Buyer is acquiring the Interests for its own account for investment purposes only and not with a view to any public distribution thereof or with any intention of selling, distributing or otherwise disposing of the Interests in a manner that would violate the registration requirements of the Securities Act. Buyer agrees that the Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act and any applicable state securities laws, except pursuant to an exemption from such registration under the Securities Act and such laws. Buyer has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risk of its investment in the Interests hereunder.

ARTICLE 5: CLOSING CONDITIONS

5.1 Conditions to Buyer's Obligation . The obligation of Buyer to consummate the closing of the transactions contemplated by this Agreement is subject to the satisfaction or waiver, at or before the Closing, of the following conditions set forth in this Section 5.1 :

(a) any applicable waiting period under applicable Competition Laws relating to the transactions contemplated by this Agreement shall have expired or been terminated;

(b) there shall not be threatened, instituted or pending any action or proceeding by any Governmental Authority of competent jurisdiction or other Person (i) challenging or seeking to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement; (ii) seeking to restrain, prohibit or otherwise interfere with the operation of Buyer or the Seller IP Assets; or (iii) seeking to require Buyer or any of its Affiliates to take any of the actions that Section 7.1(d) does not require Buyer or any of its Affiliates to take;

(c) (i) the representations and warranties of Seller and the Company contained in this Agreement that are qualified as to materiality shall be true and correct, and the representations and warranties of Seller and the Company contained in this Agreement that are not so qualified shall be true and correct in all material respects, in each case, on the Closing Date as though such representations and warranties were made on and as of such date (other than

those representations and warranties made as of a specific date, which shall be true and correct as of such date); (ii) Seller and the Company shall have performed or caused to have been performed in all material respects all of the covenants and agreements required by this Agreement to be performed by Seller or the Company prior to the Closing; and (iii) Buyer shall have received a certificate stating that each of the conditions specified above in clauses (i) and (ii) are satisfied;

(d) none of the Patent Applications shall have been abandoned by Seller or the Company or held invalid, unpatentable, or unenforceable for any reason in any administrative, arbitration, judicial or other proceeding;

(e) the Contribution has been consummated;

(f) in each case, without the consent of Buyer (not to be unreasonably withheld, delayed or conditioned), there shall not have been any amendments, modifications or waivers to the Marathon Agreement or the rights and obligations thereunder and no other agreements with Marathon Oil Company shall have been entered into by the Company or Seller;

(g) Buyer shall have received the following:

(i) evidence that all filings, authorizations, approvals and consents set forth on Schedule 5.1(g) have been made with or obtained from all applicable Governmental Authorities or other Persons, as the case may be;

(ii) a certificate of good standing of the Company and Seller as of no greater than three (3) Business Days prior to the Closing Date from the Secretary of State of the State of Delaware;

(iii) resolutions of the Board of Directors of Seller authorizing the transactions contemplated by this Agreement and the Contribution Agreement;

(iv) a License Agreement between the Company and Soane Labs LLC pursuant to which Soane Labs LLC and its Affiliates are granted an exclusive, royalty-free license to use certain Intellectual Property outside of the Field, in substantially the form attached hereto as Exhibit G (the " Soane License Agreement "), duly executed by Soane Labs LLC and the Company;

(v) a Services Agreement between Seller and Buyer in substantially the form attached hereto as Exhibit H (the " Services Agreement "), duly executed by Seller and the Company;

(vi) a Side Letter Agreement among Soane Labs LLC, David Soane and Buyer in substantially the form attached hereto as Exhibit I (the " Soane Agreement "), duly executed by Seller and Soane Labs LLC;

(vii) an Escrow Agreement among Seller, Buyer and the Escrow Agent in substantially the form attached hereto as Exhibit J (the " Escrow Agreement "), duly executed by Seller; and

(ix) each other document required to be delivered to Buyer pursuant to this Agreement.

Any agreement or document to be delivered to Buyer pursuant to this Section 5.1 , the form of which is not attached to this Agreement as an exhibit, shall be in form and substance reasonably satisfactory to Buyer.

5.2 Conditions to Seller's Obligations . The obligations of Seller to consummate the closing of the transactions contemplated by this Agreement are subject to the satisfaction, at or before the Closing, of the following conditions set forth in this Section 5.2 :

(a) any applicable waiting period under applicable Competition Laws relating to the transactions contemplated by this Agreement shall have expired or been terminated;

(b) there shall not be threatened, instituted or pending any action or proceeding by any Governmental Authority of competent jurisdiction or Person (i) challenging or seeking to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement; (ii) seeking to restrain, prohibit or otherwise interfere with the operation of Seller or the Seller IP Assets; or (iii) seeking to require Seller or any of its Affiliates to take any of the actions that Section 7.1(d) does not require Seller or any of its Affiliates to take;

(c) (i) the representations and warranties of Buyer contained in this Agreement that are qualified as to materiality shall be true and correct, and the representations and warranties of Buyer contained in this Agreement that are not so qualified shall be true and correct in all material respects, in each case, on the Closing Date as though such representations and warranties were made on and as of such date (other than those representations and warranties made as of a specific date, which shall be true and correct as of such date); (ii) Buyer shall have performed or caused to have been performed in all material respects all of the covenants and agreements required by this Agreement to be performed by Buyer prior to the Closing; and (iii) Seller shall have received a certificate stating that each of the conditions specified above in clauses (i) and (ii) are satisfied;

(d) Seller shall have received the following:

(i) the Soane Agreement, duly executed by Buyer;

(ii) the Escrow Agreement, duly executed by Buyer and Escrow Agent;

(iii) the Earn-Out Note, duly executed by Buyer;

(iv) a Security Agreement evidencing Seller's rights of Foreclosure pursuant to Sections 2.4(g) and Section 2.4(h), as applicable, in substantially the form attached as Exhibit C-2 hereto, duly executed by Buyer; and

(v) each other document required to be delivered by Buyer to this Agreement.

Any agreement or document to be delivered to Seller pursuant to this Section 5.2 , the form of which is not attached to this Agreement as an exhibit, shall be in form and substance reasonably satisfactory to Seller.

ARTICLE 6: THE CLOSING

The consummation of the transactions contemplated herein (the " Closing ") will take place on the date that is no later than the third (3rd) Business Day following the satisfaction or waiver (to the extent permitted by applicable Law) of all of the conditions set forth in Article 5 hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver thereof) and shall take place at the offices of Calfee, Halter & Griswold LLP in Cleveland, Ohio, or at such other time and place as to which Buyer and Seller may agree in writing. The date on which the Closing actually occurs is referred to herein as the " Closing Date ." The transfers and deliveries described in Article 5 shall be mutually interdependent and shall be regarded as occurring simultaneously, and any other provision of this Agreement notwithstanding, no such transfer or delivery shall become effective or shall be deemed to have occurred until all of the other transfers and deliveries provided for in Article 5 shall also have occurred or been waived in writing by the party entitled to waive the same. Such transfers and deliveries shall be deemed to have occurred and the Closing shall be effective as of 12:01 a.m. on the Closing Date.

ARTICLE 7: PRE-CLOSING COVENANTS AND AGREEMENTS

7.1 Satisfaction of Closing Conditions . During the period between the date hereof and the Closing Date (or the earlier termination of this Agreement pursuant to Section 7.7 hereof) and subject to the terms and conditions of this Agreement, Seller and the Company, on the one hand, and Buyer, on the other hand, will use commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary under the terms of this Agreement or under applicable Laws to cause the satisfaction of the conditions set forth in Article 5 and to consummate the transactions contemplated by this Agreement, including using their respective commercially reasonable efforts to obtain all authorizations, consents, permits, waivers or other approvals of all Governmental Authorities that may be or become necessary for its execution and delivery of, and the performance of its obligations pursuant to, this Agreement, and the parties shall cooperate with each other with respect to each of the foregoing.

7.2 Docket Report . On or within two (2) Business Days prior to the Closing Date, Seller shall provide to Buyer an updated, then-current docket report for the Patent Applications, which report shall include all due dates for maintenance fees, annuities or responses to office actions related to prosecution, filing or maintenance of the Patent Applications that will occur within sixty (60) days after the Closing Date.

7.3 Continued Prosecution . Between the date hereof and the Closing Date, Seller (at its expense) shall continue to control the prosecution of the Patent Applications, consulting in good faith with Buyer regarding any decisions that would be likely to materially affect the scope of the claims of such Patent Applications, and shall pay all patent office fees, maintenance fees, annuities and the like related to the Patent Applications for which the fees are due and payable on or prior to the Closing Date.

7.4 Pre-Closing Access . During the period between the date hereof and the Closing Date (or the earlier termination of this Agreement pursuant to Section 7.7 hereof), Buyer and its representatives shall continue to have reasonable access (upon reasonable notice) during normal business hours to the personnel, facilities, counsel, representatives and books and records (consistent with applicable privacy Laws and subject to the Confidentiality Agreement) of Seller relating to the Seller IP Assets to conduct such necessary inspections as Buyer may reasonably request. Any inspection pursuant to this Section 7.4 will be conducted in such a manner so as not to interfere unreasonably with the conduct of the businesses of Seller. Notwithstanding anything herein to the contrary, Buyer shall not contact any employee of Seller, or any consultant, customer or supplier of Seller regarding the transactions contemplated hereby, without the prior written consent of Seller.

7.5 Pre-Closing Publicity . During the period between the date hereof and the Closing Date (or the earlier termination of this Agreement pursuant to Section 7.7 hereof), any public disclosures or announcements relating to this Agreement or the transactions contemplated hereby will be made only as may be agreed upon in writing by Seller and Buyer, except as may be required by Law or the rules of any stock exchange or trading system, provided that the disclosing party provides a reasonable period of notice to the non-disclosing party prior to such disclosure to allow the non-disclosing party to review the disclosure and make reasonable comments to such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

7.6 Exclusivity . Each of Seller and the Company shall not, and shall not permit any of the Affiliates, directors, officers, employees, representatives or agents of such Seller or the Company to, directly or indirectly, (i) discuss, encourage, negotiate, undertake, initiate, authorize, recommend, propose or enter into, any transaction involving the sale, disposition, license or joint development of the Technology in the Field or other Seller IP Assets (including by way of merger of or the sale of any capital stock or other ownership interest in Seller or the Company), other than the transactions contemplated by this Agreement (a " Significant Transaction "), (ii) facilitate, encourage, solicit or initiate discussions, negotiations or submissions of proposals or offers in respect of a Significant Transaction, (iii) furnish or cause to be furnished to any Person, any information concerning the Seller IP Assets in connection with a Significant Transaction, (iv) otherwise continue, cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek any of the foregoing; or (v) make any disclosures regarding the Technology in the Field (other than in its good faith prosecution of the Patent Applications) to Persons outside of the Company, Seller, Buyer or Seller's board of directors, attorneys, accountants, financial advisors and investors who have executed appropriate confidentiality agreements prohibiting the disclosure of confidential or proprietary information with respect to the Technology. Notwithstanding the foregoing, this Section 7.6 shall not apply to discussions with Marathon Oil Company and its respective representatives acting in such capacity, solely in connection with the negotiation of the New MOC Agreement.

7.7 Termination . This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written consent of Buyer and Seller (on behalf of itself and the Company) at any time prior to the Closing;

(b) by Buyer or Seller (on behalf of itself and the Company), upon notice to the other party, if a Governmental Authority of competent jurisdiction has issued an Order permanently enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement, and such Order has become final and non-appealable; provided , however , that the right to terminate this Agreement pursuant to this Section 7.7(b) shall not be available to any party whose breach of any provision of this Agreement results in or causes such Order or who is not in compliance with its obligations under Section 7.1(a) ;

(c) by Buyer if it is not then in material breach of its obligations under this Agreement and if (i) any of the representations and warranties of Seller and the Company in this Agreement are or become untrue or inaccurate such that the condition set forth in Section 5.1(c)(i) would not be satisfied or (ii) there has been a breach on the part of Seller or the Company of any of their covenants or obligations in this Agreement such that the condition set forth in Section 5.1(c)(ii) would not be satisfied and, in either case, such breach or inaccuracy is not waived or cured within thirty (30) days after being notified of the same or is incapable of being cured;

(d) by Seller (on behalf of itself and the Company) if none of Seller or the Company are then in material breach of their respective obligations under this Agreement and if (i) any of the representations and warranties of Buyer in this Agreement are or become untrue or inaccurate such that the condition set forth in Section 5.2(c)(i) would not be satisfied or (ii) there has been a breach on the part of Buyer of any of its covenants or obligations in this Agreement such that the condition set forth in Section 5.2(c)(ii) would not be satisfied and, in either case, such breach or inaccuracy is not waived or cured within thirty (30) days after being notified of the same or is incapable of being cured; or

(e) by Buyer or Seller (on behalf of itself and the Company), if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before May 1, 2013.

If this Agreement is terminated pursuant to this Section 7.7 , then all provisions of this Agreement shall thereupon become void without any Liability on the part of any party hereto to any other party hereto except that (x) Section 7.7 , Section 7.8 , Section 8.2 and Article 11 shall survive any such termination and (y) nothing herein shall relieve any party from any Liability for any willful or intentional breach hereof occurring prior to such termination.

7.8 Confidentiality Agreement . Notwithstanding the execution of this Agreement, the parties acknowledge that the confidentiality agreement relating to confidential information of Buyer, on the one hand, and Seller, on the other hand, executed by Buyer and

Seller, dated February 2, 2013 (the " Confidentiality Agreement "), remains in full force and effect pursuant to the terms thereof, except to the extent reasonably necessary for either party to enforce any of its rights under this Agreement, but shall terminate at the Closing with respect to Buyer's obligations with respect to the Company's information protected thereunder (but, for purposes of clarity, not with respect to Seller's obligations with respect to Buyer's information protected thereunder or Buyer's obligations thereunder with respect to Seller's information that is not a part of the Seller IP Assets).

7.9 Contribution . Seller hereby grants, assigns and transfers, and will grant, assign and transfer, to the Company all ownership and interest in any Intellectual Property developed by Seller in the Field after the Contribution and prior to the Closing based on, or derived from, the Contributed Assets. Seller agrees to assist the Company, or its designee, at Seller's expense, in every proper way to secure the Company's rights in such Intellectual Property in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to the Company or its designee and any successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

ARTICLE 8: COVENANTS AND AGREEMENTS

8.1 Publicity . Any disclosures or announcements relating to this Agreement or the transactions contemplated hereby will be made only as may be agreed upon in writing by Seller and Buyer, or as may be required by Law, provided that the disclosing party provides a reasonable period of notice to the non-disclosing party prior to such disclosure to allow the non-disclosing party to review the disclosure and make reasonable comments to such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

8.2 Expenses . Each of the parties shall pay all costs and expenses incurred by it in the negotiation, preparation and consummation of this Agreement and the other documents contemplated hereby and carrying out of the contemplated transactions, except as otherwise expressly provided in this Agreement. Buyer shall pay any and all transfer Taxes associated with the consummation of the transactions contemplated herein, except as otherwise expressly provided in this Agreement.

8.3 Release . Effective as of the Closing, Seller unconditionally and irrevocably and forever releases and discharges Buyer and the Company and their respective successors and assigns (collectively, the " Released Parties "), of and from, and hereby unconditionally and irrevocably waives, any and all claims, debts, losses, expenses, proceedings, covenants, Liabilities, suits, judgments, damages, actions and causes of action, obligations, accounts, and Liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, direct or indirect, at Law or in equity, that Seller ever had, now has or ever may have or claim to have against any of the Released Parties for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing; provided , however , that this release does not extend to any claim (i) to enforce the terms or any breach of this Agreement, any document or agreement delivered hereunder or any of the provisions set forth herein or therein (including the Soane License Agreement, Services Agreement, Escrow Agreement and Soane Agreement) or (ii) arising after the Closing and relating to the actions of the Released Parties solely after the Closing.

8.4 Restrictive Covenants .

(a) Nondisclosure . Seller agrees not to disclose to any other Person, nor to use in any way except as expressly authorized by Buyer in writing or as permitted under the Soane License Agreement, any and all information of Buyer and its Affiliates (including, following the Closing but prior to the occurrence of the Interim Transfer Date or the Final Transfer Date, the Company) that is not available to the public, including, but not limited to, information relating to the Technology and other Seller IP Assets, customers, processes, products, formulae, data, business and contracting plans, business procedures, finances, prices and all related information, and any of the foregoing received by Buyer from any other Person and including any such information acquired by Seller as a result of providing the consulting services pursuant to the Services Agreement (" Confidential Information "). Notwithstanding the foregoing, Seller shall not be liable for the disclosure of information which may otherwise be deemed Confidential Information hereunder (i), if: (A) the information is in, or becomes part of, the public domain, other than by Seller's unauthorized disclosure of the information; (B) the information is disclosed with Buyer's prior written approval; (C) the information is required to be disclosed by Law (provided that Seller shall provide Buyer with as much notice of such required disclosure as is reasonably possible and cooperate with Buyer in attempting to obtain protection with respect thereto); (D) the information is obtained by third parties that To Seller's Knowledge after reasonable inquiry, is not subject to confidentiality obligations; (E) disclosed to Seller's attorneys, accountants or financial advisors, and is subject to similar confidentiality obligations or (ii) with respect solely to information of the Company (but not with respect to information of Buyer or its Affiliates (other than the Company) after the occurrence of either of the Interim Transfer Date or the Final Transfer Date. Following the occurrence of either of the Interim Transfer Date or the Final Transfer Date, Buyer agrees not to disclose to any other Person, nor to use in any way except as expressly authorized by Seller in writing or pursuant to the Buyer License Agreement, any and all Confidential Information of the Company that was included in the Contributed Assets that is not available to the public. Notwithstanding the foregoing, Buyer shall not be liable for the disclosure of information which may otherwise be deemed Confidential Information hereunder, if (i) the information is in, or becomes part of, the public domain, other than by Buyer's unauthorized disclosure of the information; (ii) the information is disclosed with Seller's prior written approval; (iii) the information is required to be disclosed by Law (provided that Buyer shall provide Seller with as much notice of such required disclosure as is reasonably possible and cooperate with Seller in attempting to obtain protection with respect thereto); (iv) the information is obtained by third parties that to Buyer's knowledge after reasonable inquiry, is not subject to confidentiality obligations; or (v) disclosed to Buyer's attorneys, accountants or financial advisors, and is subject to similar confidentiality obligations.

(b) Noncompetition . In further consideration of the consummation of the transactions contemplated herein, Seller covenants and agrees that as of the Closing and until the earlier of (x) the last day of the Earn-Out Period; or (y) the occurrence of the Interim Transfer Date or the Final Transfer Date (the " Restriction Period "), Seller will not, anywhere in the world,

either directly or indirectly, whether or not for consideration: (i) practice any invention, publish any work of authorship or use any mark included within the Seller IP Assets in the Restricted Field (except in the performance of the services pursuant to the Services Agreement); (ii) prevent or otherwise restrict Buyer from developing and commercializing in the Restricted Field the Technology or the Products, utilizing the Seller IP Assets in the Restricted Field, or obtaining patents, trademarks or other intellectual property protection in the Restricted Field on any portion of the Seller IP Assets; or (iii) operate, develop, or perform any business activity or service in the Restricted Field, either financially or as an employee, officer, director, partner, independent contractor, joint developer, consultant, licensor, owner (other than the passive-ownership of less than two percent (2%) of the equity securities of a publicly traded company or through the passive ownership through investments made by Phoenix Venture Partners in which Dr. Soane (x) has recused himself from the investment decision and (y) was not and is not involved directly or indirectly in the management, oversight or operation of, or provision of services to, such investment), or in any other capacity perform services related to or in competition with the Technology in or for, any business in the Restricted Field. Notwithstanding the foregoing, the unintended discovery of fracturing fluids or other well-treating fluids by Seller that could materially decrease the demand for, or value of, Proppants, without any further development or commercialization thereof, shall not be deemed a violation of this Section 8.4(b).

(c) Noninterference . Seller covenants and agrees that during the Restriction Period, it will not, directly or indirectly, (i) hire any employee or agent of the Company, Buyer or any direct or indirect parent or subsidiary entities thereof (the " Buyer Group "), (ii) solicit, induce or attempt to solicit or induce, whether or not for consideration, any employee or agent of the Buyer Group to terminate his or her relationship with the Buyer Group; or (iii) induce or attempt to induce any customer or supplier of the Buyer Group to terminate or adversely change its relationship with the Buyer Group. Buyer covenants and agrees that during the Restriction Period, it will not, directly or indirectly, (A) hire any employee or agent of Seller or Soane Labs LLC (the " Seller Group "), (B) solicit, induce or attempt to solicit or induce, whether or not for consideration, any employee or agent of the Seller Group to terminate his or her relationship with the Seller Group, or (C) induce or attempt to induce any customer or supplier of the Seller Group to terminate or adversely change its relationship with the Seller Group; provided that the foregoing shall not restrict contacts made by Buyer in the ordinary course of business or restrict Buyer from competing in any line of business. The above notwithstanding, the restrictions of this Section 8.4(c) shall not apply to (x) the placement of general advertisements or the use of general search firm services that are not targeted directly towards Buyer Group or Seller Group employees; or (y) any former Buyer Group or Seller Group employee who was terminated or resigned from employment more than twelve (12) months prior to the solicitation.

(d) Equitable Relief . Each of Seller and Buyer agrees that money damages alone will not be a sufficient remedy for any breach of the provisions of Section 8.4 , and that in addition to all other remedies, Seller and Buyer (on behalf of itself and the Company) will be entitled to specific performance and injunctive or other equitable relief as a remedy for any breach of Section 8.4 , and each of Seller and Buyer waives the securing or posting of any bond in connection with such remedy.

(e) Reformation of Agreement . If any of the covenants contained in this Section 8.4 , or any portion thereof, is found by a court of competent jurisdiction to be invalid or unenforceable as against public policy or for any other reason, such court shall exercise its discretion to reform such covenant to the end that Seller shall be subject to nondisclosure, noncompetition, noninterference, or other covenants that are reasonable under the circumstances and are enforceable by Buyer (on behalf of itself and the Company). In any event, if any provision of this Agreement is found unenforceable for any reason, such provision shall remain in force and effect to the maximum extent allowable and all non-affected provisions shall remain fully valid and enforceable.

(f) Reasonableness of Terms . Seller stipulates and agrees that the covenants and other terms contained in this Agreement are reasonable in all respects, including time period, geographical area and scope of restricted activities, that Buyer would not have executed this Agreement, paid the Purchase Price or purchased the Interests had Seller not agreed to these covenants, and that the restrictions contained herein are designed to protect the business of the Company and Buyer and ensure that Seller does not engage in unfair competition against Buyer or the Company.

8.5 Marathon Agreement . Following the Closing Date and prior to the commencement of the Earn-Out Period, Buyer shall have the right, but not the obligation, to satisfy any obligations pursuant to the Marathon Agreement (including any Marathon Payments) from the Escrow Amount.

8.6 Delivery of Records . As soon as reasonably practical but in no event later than four (4) weeks following the Closing, Seller shall deliver to Buyer (on behalf of the Company) any and all tangible manifestations of the Seller IP Assets, including, without limitation, all notes, records, files and tangible items of any sort in Seller's possession or under its control relating thereto (and with the understanding that Seller, to the extent reasonably practical, will begin such process in between the date hereof and the Closing).

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification of Buyer . From and after the Closing, Seller shall indemnify Buyer, its Affiliates (including from the Closing until the Primary Transfer Date or Secondary Transfer Date, if applicable, the Company) and their respective directors, officers, employees, Affiliates, stockholders, agents, attorneys, representatives, successors and permitted assigns (collectively, the " Buyer Indemnitees "), against and hold the Buyer Indemnitees harmless from any Losses based upon, resulting from, arising out of, or caused by:

(a) any inaccuracy in or breach of any of the representations and warranties of Seller or the Company contained in this Agreement;

(b) any breach or nonperformance of any covenant, agreement or obligation of Seller or the Company in this Agreement;

(c) any Taxes (x) required to be paid by the Company with respect to the period of time prior to the Closing and (y) required to be paid by Seller whether prior to or following the Closing (other than any transfer Taxes for which Buyer has agreed to be responsible pursuant to Section 8.2);

(d) except for the Assumed Liabilities (but without limiting clause (e) below), any Liabilities of the Company to the extent arising prior to the Closing; and

(e) any Liabilities (including, without limitation, the Marathon Payments) arising from the Marathon Agreement to the extent not satisfied from the Escrow Amount or otherwise offset against the Earn-Out Payments.

9.2 Indemnification of Seller . From and after the Closing Date, Buyer shall indemnify Seller and its successors and assigns (collectively, the " Seller Indemnitees "), against and hold the Seller Indemnitees harmless from any Losses based upon, resulting from, arising out of, caused by or in connection with (a) any inaccuracy in or breach of any of the representations and warranties of Buyer in this Agreement; and (b) any breach or nonperformance of any covenant, agreement or obligation of Buyer in this Agreement.

9.3 Right of Offset . Notwithstanding anything to the contrary contained in this Agreement, in the event that Buyer has made, in good faith, any indemnification claim or claims pursuant to Article 9 that is reasonably likely to exceed the amount remaining in the Escrow Fund (as defined in the Escrow Agreement), Buyer shall be entitled to withhold any payment due pursuant to Section 2.4 to Seller for the amount by which such indemnification claim or claims are reasonably expected by Buyer to exceed the amount remaining in the Escrow Fund (the " Set-off Amount ") and instead Buyer shall withhold the Set-off Amount; provided that (a) Buyer shall deliver to Seller a notice (a " Set-off Certificate ") specifying in reasonable detail the nature and dollar amount of the claim and the Set-off Amount and (b) to the extent the claims set forth in the Set-off Certificate are finally resolved in Seller's favor (whether by mutual agreement of Buyer and Seller or by final non-appealable order of an arbitration panel or court of competent jurisdiction), Buyer shall within five (5) Business Days thereafter pay the portion of the Set-off Amount resolved in Seller's favor to Seller. Any amounts offset by Buyer pursuant to this Section 9.3 shall be considered a paid portion of an Earn-Out Payment for all other purposes of this Agreement (including, without limitation, for purposes of satisfaction of the Interim Threshold and the Final Threshold).

9.4 Limitations on Indemnification . Notwithstanding any other provision of this Agreement, the indemnification obligations provided for in Section 9.1 and Section 9.2 shall be subject to the limitations and conditions set forth in this Section 9.4 .

(a) Any claim by an Indemnified Party for indemnification pursuant to Section 9.1(a) or Section 9.2(a) is required to be made by delivering notice to the Indemnifying Party no later than the date that is eighteen (18) months after the Closing Date; provided that, with respect to indemnification claims for breaches of representations and warranties set forth in Section 3.1 (Authority and Capacity; Ownership of Interests), Section 3.2 (Execution and Delivery; Enforceability), Section 3.5 (Organization and Good Standing), Section 3.6 (Capitalization), Section 3.9 (Brokerage), Section 4.1 (Organization; Authorization); Section 4.2 (Execution and Delivery; Enforceability), Section 4.4 (Brokerage) and the second sentence of Section 3.7(a) (collectively, the " Fundamental Representations "), the Indemnified Party is required to deliver notice within thirty (30) days of the expiration of the applicable statute of limitations.

(b) Except with respect to claims for breaches of the Fundamental Representations and the representations and warranties set forth in Section 3.8 (No Undisclosed Liabilities), the maximum amount to which an Indemnifying Party shall be liable for in the aggregate pursuant to Section 9.1(a) or Section 9.2(a) shall be ten percent (10%) of the Purchase Price (which, for clarity, includes any Earn-Out Amount otherwise payable to Seller hereunder).

(c) An Indemnifying Party shall not be liable for any claim for indemnification pursuant to Section 9.1(a) or Section 9.2(a) unless and until the aggregate amount of indemnifiable Losses which may be recovered from the Indemnifying Party exceeds $550,000, in which case the Indemnifying Party shall be liable for all the indemnifiable Losses; provided that this limitation shall not be applicable to claims for breaches of the Fundamental Representations and the representations and warranties set forth in Section 3.7 (Intellectual Property) and Section 3.8 (No Undisclosed Liabilities).

(d) The Indemnified Parties shall use commercially reasonable efforts to recover any Losses against insurers or other third parties with respect to any contractual rights to indemnification, reimbursement, offset or recovery against such third parties existing as of the Closing Date; provided that (i) the out-of-pocket costs of such efforts shall constitute Losses and (ii) an Indemnified Party shall not be required to initiate or pursue litigation against third parties. Any amounts actually received from such insurers or such other third parties (net of any premium increases as a result of such claim and any out-of-pocket costs of collection incurred by the Indemnified Party) which cover, or are duplicative of, a claimed Loss, shall reduce the amount of Losses for determining the amount of the indemnity obligation under this Article 9 or, if already paid pursuant to an indemnification claim, when received the Indemnified Party shall pay such amount to the Indemnifying Party.

(e) Any Loss for which any Indemnified Party is entitled to indemnification under this Article 9 shall be determined without duplication of recovery by reason of the state of facts giving rise to such Loss constituting a breach of more than one representation, warranty, covenant or agreement.

(f) Each Indemnified Party shall take commercially reasonable measures to mitigate all Losses upon and after becoming aware of any event which could reasonably be expected to give rise to Losses; provided that (i) the out-of-pocket costs of such efforts shall constitute Losses and (ii) an Indemnified Party shall not be required to initiate or pursue litigation against third parties. Any failure by an Indemnified Party to mitigate Losses shall not relieve any Indemnifying Party of its obligations under this Article 9 .

(g) Notwithstanding anything else herein, in no event shall the maximum amount of Losses for which the Indemnified Parties shall be liable for in the aggregate under this Agreement exceed the Purchase Price (which, for clarity, includes any Earn-Out Amount otherwise payable to Seller hereunder).

9.5 Exclusive Remedy; Fraud . The parties agree that from and after the Closing Date, the exclusive remedies of the parties for any Losses based upon, arising out of or otherwise in respect of the matters set forth in this Agreement are the indemnification obligations of the parties set forth in this Article 9 , except with respect to fraud, injunctive relief and specific performance in the case of a breach of covenants, and any disputes regarding the amount of any Earn-Out Payment due shall be resolved pursuant to the process for dispute resolution set forth in Section 2.4(d) .

9.6 Procedures .

(a) If an Indemnified Party wishes to seek indemnification under this Article 9 , the Indemnified Party shall give written notice thereof to the party from which indemnification is sought (the " Indemnifying Party "); provided , that in the case of any action or lawsuit brought or asserted by a third party (a " Third Party Claim ") that would entitle the Indemnified Party to indemnity hereunder, the Indemnified Party shall promptly notify the Indemnifying Party of the same in writing; provided further , that the failure to so notify the Indemnifying Party promptly shall not relieve the Indemnifying Party of its indemnification obligation hereunder except to the extent that the Indemnifying Party has been materially prejudiced thereby. Any request for indemnification made by an Indemnified Party shall be in writing, shall specify in reasonable detail the basis for such claim, the facts pertaining thereto and, if known and quantifiable, the amount thereof.

(b) In the case of any Third Party Claim, the Indemnified Party shall select counsel for the defense of such claim and conduct the defense diligently and in good faith; provided that at all times, the Indemnified Party shall not be authorized to enter into a settlement with respect to such Third Party Claim without the Indemnifying Party's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), unless the Indemnified Party releases the Indemnifying Party from all indemnification obligations and Liability with respect to such Third Party Claim. The Indemnified Party shall keep the Indemnifying Party apprised of the status of any Third Party Claim, shall furnish the Indemnifying Party with all documents and information that the Indemnifying Party reasonably requests, and shall consult with the Indemnifying Party prior to acting on major matters, including settlement discussions. The Indemnifying Party shall at all times have the right to participate in such defense at its own expense directly or through counsel. If the Indemnified Party ceases conducting a diligent good faith defense of a Third Party Claim, then the Indemnifying Party may undertake the defense of (with counsel selected by the Indemnifying Party), but shall not compromise or settle such Third Party Claim without the prior written consent of the Indemnified Party. If a Third Party Claim is one that, by its nature, cannot be defended solely by the Indemnified Party and the Indemnified Party is controlling the defense, then the Indemnifying Party and Indemnified Party will cooperate with each other in all reasonable respects in connection with the defense of such Third-Party Claim.

9.7 Purchase Price Adjustments . For all Tax purposes, amounts paid to or on behalf of any party as indemnification under this Agreement shall be treated as adjustments to the purchase price.

9.8 Pre-Closing Breaches; No Reimbursement . Seller agrees that, should it become liable for indemnification to any Buyer Indemnitee pursuant to Section 9.1 , the Company shall not have any liability to Seller for reimbursement, indemnification, subrogation or otherwise as a result of such breach, including any rights under any contracts or the Company's Organizational Documents.

ARTICLE 10: CERTAIN DEFINITIONS

When used in this Agreement, the following terms in all of their singular or plural, tenses, cases and correlative forms shall have the meanings assigned to them in this Article 10 , or elsewhere in this Agreement as indicated in this Article 10 :

An " Affiliate " of a specified Person means any other Person which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such specified Person. For purposes of this definition, " Control " of any Person means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting capital stock, by contract, or otherwise.

" Agreement " means this Interests Purchase Agreement, as may be amended from time to time.

" Business Day " means any day other than a Saturday, Sunday or a day on which banks in Cleveland, Ohio are authorized or obligated by Law to close.

" Buyer " is defined in the introductory statements of this Agreement.

" Buyer Group " is defined in Section 8.4(c) .

" Buyer Indemnitees " is defined in Section 9.1 .

" Buyer License Agreement " is defined in Section 2.4(i) .

" Closing " and " Closing Date " are defined in Article 6 .

" Closing Cash " is defined in Section 2.3 .

" Commercial Sale " is defined in Section 2.4(b) .

" Company " is defined in the introductory statements of this Agreement.

" Company Operating Agreement " is defined in Section 2.4(g) .

" Confidential Information " is defined in Section 8.4(a) .

" Confidentiality Agreement " is defined in Section 7.8 .

" Contribution Agreement " is defined in Section 2.1 .

" Dr. Soane " means Dr. David S. Soane, an individual.

" Earn-Out Amount " is defined in Section 2.4(a) .

" Earn-Out Commencement Date " is defined in Section 2.4(a) .

" Earn-Out Note " is defined in Section 2.4(a) .

" Earn-Out Payment " is defined in Section 2.4(a) .

" Earn-Out Period " is defined in Section 2.4(a) .

" Earn-Out Statement " is defined in Section 2.4(c) .

" Election Period " is defined in Section 8.5 .

" Escrow Agreement " is defined in Section 5.1(f)(viii) .

" Escrow Amount " is defined in Section 2.3 .

" Escrow Agent " means Wells Fargo Bank, National Association.

" Field " means (i) developing, manufacturing, using and/or commercializing (a) any Proppant, and (b) any fracturing fluid or other well-treatment fluid that is intended to impart self-suspending properties to Proppants, intended to enhance the self-suspending properties of Proppants, or is necessary for the proper performance of Proppants; and (ii) all activities relating to the performance of the obligations required pursuant to the Marathon Agreement.

" Fifth Measuring Period " means the period beginning on the day after the end of the Fourth Measuring Period and ending on the fifth anniversary of the Earn-Out Commencement Date.

" Fifth Payment " is defined in Section 2.4(a)(5) .

" Final Buy-Out Amount " is defined in Section 2.4(h) .

" Final Buy-Out Right " is defined in Section 2.4(h) .

" Final Call Notice " is defined in Section 2.4(h) .

" Final Call Option " is defined in Section 2.4(h) .

" Final Security " is defined in Section 2.4(h) .

" Final Threshold " is defined in Section 2.4(f) .

" Final Transfer Date " is defined in Section 2.4(h) .

" First Measuring Period " means the period beginning on the Earn-Out Commencement Date and ending on the first anniversary of the Earn-Out Commencement Date.

" First Payment " is defined in Section 2.4(a)(1) .

" Foreclosure " is defined in Section 2.4(f) .

" Fourth Measuring Period " means the period beginning on the day after the end of the Third Measuring Period and ending on the fourth anniversary of the Earn-Out Commencement Date.

" Fundamental Representations " is defined in Section 9.4(a) .

" GAAP " means generally accepted accounting principles, as in effect in the United States from time to time and applied on a basis consistent with Buyer's past practices.

" Governmental Authority " means any domestic, foreign or multi-national federal, state, provincial, regional, municipal or local governmental or administrative authority, including any court, tribunal, agency, bureau, committee, board, regulatory body, administration, commission or instrumentality constituted or appointed by any such authority.

" Independent Accountants " means a nationally recognized independent accounting or financial firm mutually agreed upon by Buyer and Seller; provided that if Buyer and Seller are unable to agree upon a firm within five (5) Business Days of the start of deliberation on the matter, each of Buyer and Seller shall select an independent nationally recognized accounting or financial firm and such firms shall mutually select the Independent Accountants, which selection shall be binding on Buyer and Seller.

" Indemnified Party " means the Buyer Indemnitees or a Seller Indemnitees.

" Indemnifying Party " is defined in Section 9.6(a) .

" Intellectual Property " means any and all of the following: (a) all ideas, designs, concepts, techniques, methodologies, processes, inventions, discoveries, whether or not patentable, any invention disclosures and similar disclosures of any of the foregoing, and any shop rights in any of the foregoing; (b) know-how, formulae, specifications and rights under United States trade secret laws; (c) all works of authorship; (d) all copyrights, patents, trademarks, service marks and trade names and all applications therefor and rights related thereto, and all U.S. and foreign patent applications claiming priority to the foregoing applications and U.S. and foreign patents that may be granted from said patent applications and all continuation, divisional, continuations-in-part, and/or reissue patents that may be granted based on the foregoing patents or patent applications; (e) computer software (specifically excluding all shrink wrap software), data, data bases and documentation thereof; (f) any and all enhancements, improvements, modifications and changes of any sort to the foregoing; (g) the

right to sue for past infringement, misappropriation or improper, unlawful or unfair use of any of the foregoing; (h) all documents, laboratory notebooks, reports, notes, sketches and prototypes, and other memorialization of the foregoing, as well as all information relating to development of a commercial market related thereto; and (i) all goodwill and brand recognition with respect to the foregoing.

" Interests " is defined in the Recitals of this Agreement.

" Interests Purchase " is defined in the Recitals of this Agreement.

" Interim Buy-Out Amount " is defined in Section 2.4(g) .

" Interim Buy-Out Right " is defined in Section 2.4(g) .

" Interim Call Notice " is defined in Section 2.4(g) .

" Interim Security " is defined in Section 2.4(g) .

" Interim Threshold " is defined in Section 2.4(f) .

" Interim Transfer Date " is defined in Section 2.4(g) .

" IP Agreements " is defined in Section 3.7(j) .

" Contribution " is defined in the Recitals of this Agreement.

" Law " means any common law decision and any federal, state, provincial, territorial, regional, local or foreign law, statute, ordinance, code, rule or regulation.

" Liabilities " means any responsibilities, obligations, duties, commitments, claims or liabilities, whether known or unknown, accrued, absolute, contingent or otherwise.

" Lien " means any lien, charge, mortgage, deeds of trust, pledge, easement, encumbrance or security interest.

" Loss " or " Losses " means any and all losses (direct or indirect), Liabilities, claims, demands, judgments, damages, fines, costs, expenses, penalties, actions, notices of violation, and notices of Liability and any claims in respect thereof (including the costs of reasonable investigation, remediation, accountants and attorney's fees).

" Marathon Agreement " means all the provisions, rights and obligations under the Joint Development Agreement between Seller and Marathon Oil Company dated December 20, 2011, as amended by that certain Amendment 1 to Joint Development Agreement dated July 20, 2012.

" Marathon Payments " shall mean any payment obligations of Buyer or the Company under the Marathon Agreement (including the Marathon Proppants Return as defined in the Marathon Agreement), without giving effect to any amendments or restatements of the Marathon Agreement entered into after Closing.

" Measuring Period " is defined in Section 2.4(a) .

" MFN Right " is defined in Section 2.4(i) .

" Negotiation Period " is defined in Section 8.5 .

" New MOC Agreement " means a non-exclusive license pursuant to which Marathon Oil Company may use the Seller IP Assets solely for purposes of its own operations, in form and substance satisfactory to Buyer in its sole discretion, which license agreement shall release Buyer and the Company from any Liabilities to Marathon (including amounts owed to Marathon) pursuant to the Marathon Agreement (including any Liabilities pursuant to provisions of the Marathon Agreement that survive its expiration).

" Non-Field Development " is defined in Section 8.5 .

" Non-Field Development Notice " is defined in Section 8.5 .

" Order " means any judgment, injunction, award, decision, decree, ruling, verdict, writ or order of any nature of any Governmental Authority.

" Organizational Documents " means (a) the articles or certificate of incorporation, the memorandum of association, the articles of association and the bylaws of a corporation, as applicable; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) the certificate or articles of formation and the operating agreement or declaration of limited liability of a limited liability company, (e) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; (f) the declaration of trust and trust agreement of any trust; and (g) any amendment to any of the foregoing.

" Outside Person " is defined in Section 2.4(b) .

" Patent Applications " is defined in the Recitals of this Agreement.

" Person " means an individual, a corporation, a limited liability company, a partnership, a trust, an unincorporated association, a Government Authority, or any other entity or organization.

" Product Licenses " is defined in Section 2.4(b) .

" Product Margin " is defined in Section 2.4(b) .

" Product Sales " is defined in Section 2.4(b) .

" Products " is defined in Section 2.4(b) .

" Proppant " means a substrate of sand, resin-coated sand, ceramic, or any other particulate material having a density of 2 gm/cc or more, carrying a hydrogel coating, for use as a proppant in fracturing applications in the oil and gas industry.

" Purchase Price " is defined in Section 2.3 .

" Released Parties " is defined in Section 8.3 .

" Restricted Field " means (i) developing, manufacturing, using and/or commercializing proppants (of any substrate and whether or not carrying a hydrogel coating) used in hydraulic fracturing applications in the oil and gas industry; and (ii) developing, manufacturing, using and/or commercializing fracturing fluid or other well-treating fluid (A) that is intended to impart self-suspending properties to Proppants, intended to enhance the self-suspending properties of Proppants, or is necessary for the proper performance of Proppants or any other proppants that have self-suspending properties and that would compete with the Products when used for hydraulic fracturing applications in the oil and gas industry; or (B) that would materially decrease the demand for, or value of, Proppants.

" Restriction Period " is defined in Section 8.4(b) .

" Second Measuring Period " means the period beginning on the day after the end of the First Measuring Period and ending on the second anniversary of the Earn-Out Commencement Date.

" Second Payment " is defined in Section 2.4(a)(2) .

" Securities Act " means the Securities Act of 1933, as amended.

" Seller " is defined in the introductory statements of this Agreement.

" Seller Indemnitees " is defined in Section 9.2 .

" Seller IP Assets " means the Intellectual Property included in the Contributed Assets contributed and assigned from Seller to the Company under the Contribution Agreement.

" Soane License Agreement " is defined in Section 5.1(f)(v) .

" Services Agreement " is defined in Section 5.1(g)(iv) .

" Set-off Amount " is defined in Section 9.3 .

" Set-off Certificate " is defined in Section 9.3 .

" Significant Transaction " is defined in Section 7.6 .

" Soane Agreement " is defined in Section 5.1(f)(vii) .

" Subsidiary " and " Subsidiaries " means any and all corporations, partnerships, limited liability companies, joint ventures, associations and other entities in which Fairmount Minerals, Ltd. owns of record or beneficially, through one or more intermediaries, greater than fifty percent (50%) of the capital stock of such entity.

" Taxes " means all federal, state, local, foreign and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, registration, license, lease, service, service use, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts with respect thereto.

" Technology " means all information, know-how, inventions and other items of Intellectual Property that relate to, claim or cover the composition, properties (including dusting minimization, controlled chemical delivery and reduction of pumping pressure attributes), method of manufacture or method of use of any Proppant.

" Third Measuring Period " means the period beginning on the day after the end of the Second Measuring Period and ending on the third anniversary of the Earn-Out Commencement Date.

" Third Party Claim " is defined in Section 9.6(a) .

" To Seller's Knowledge ", " known to Seller " or words of similar import means those facts or circumstances actually known by Dr. Soane, Robert P. Mahoney, Martha Groves or Dr. Sharon Webb, or any facts or circumstances which would be known by such individual after reasonable inquiry of the books and records of Seller and such individuals' direct reports; provided that facts or circumstances known by Marie K. Herring, Kevin P. Kinkaid, Rosa Casado Portillo and Philip Wuthrich shall be deemed imputed knowledge of Robert P. Mahoney.

" Up-Front Amount " is defined in Section 2.3.

ARTICLE 11: CONSTRUCTION; MISCELLANEOUS PROVISIONS

11.1 Notices . Any notice to be given or delivered pursuant to this Agreement shall be ineffective unless given or delivered in writing, and shall be given or delivered in writing as follows:

(a) If to Buyer or, following the Closing, the Company, to:

Fairmount Minerals, Ltd.
8834 Mayfield Road
Chesterland, Ohio 44026
Attention: David J. Crandall, Vice President and General Counsel
Email: Dave.Crandall@fmsand.com
Telecopy Number: (440) 729-0265

With a copy to:

Calfee, Halter & Griswold LLP
The Calfee Building
1405 East Sixth Street
Cleveland, Ohio 44114
Attention: Thomas M. Welsh
Email: Twelsh@calfee.com
Telecopy Number: (216) 241-0816

(b) If to Seller:

Soane Energy LLC
35 Spinelli Place
Cambridge, MA 02138
Attention: Chief Financial Officer
Email: MGroves@soanelabs.com
Fax: (617) 871-2102

With a copy to:

Goodwin Procter LLP
53 State Street
Boston, MA 02109
Attention: Amber R.E. Dolman
Email: ADolman@goodwinprocter.com
Fax: (617) 321-4728

or in any case, to such other address for a party as to which notice shall have been given to Buyer and the Company, on the one hand, and Seller, on the other hand, in accordance with this Section. Notices so addressed shall be deemed to have been duly given (i) on the third (3rd) Business Day after the day of registration, if sent by registered or certified mail, postage prepaid, (ii) on the next Business Day following the documented acceptance thereof for next-day delivery by a national overnight air courier service, if so sent, or (iii) on the date sent by electronic mail, facsimile transmission or personal delivery, if electronically confirmed. Otherwise, notices shall be deemed to have been given when actually received at such address.

11.2 Entire Agreement . This Agreement and the exhibits hereto constitute the exclusive statement of the agreement among Buyer, Seller and the Company concerning the subject matter hereof, and supersedes all other prior agreements, oral or written, among or between any of the parties hereto concerning such subject matter. All negotiations among or between any of the parties hereto are superseded by this Agreement, and there are no representations, warranties, promises, understandings or agreements, oral or written, in relation to the subject matter hereof among or between any of the parties hereto other than those expressly set forth or expressly incorporated herein.

11.3 Modification . No amendment, modification, or waiver of this Agreement or any provision hereof, including the provisions of this sentence, shall be effective or enforceable as against a party hereto unless made in a written instrument that specifically references this Agreement and that is signed by the party waiving compliance.

11.4 Governing Law; Jurisdiction and Venue . This Agreement shall be construed under and governed by the Laws of the State of Delaware, without giving effect to choice of Laws principles that would require or permit application of the Laws of another jurisdiction. Each party hereto agrees that any claim relating to this Agreement shall be brought solely and exclusively in the state or federal courts in the State of Delaware and all objections to personal jurisdiction and venue in any action, suit or proceeding so commenced are hereby expressly waived by all parties hereto. The parties waive personal service of any and all process on each of them and consent that all such service of process shall be made in the manner, to the party and at the address set forth in Section 11.1 , and service so made shall be complete as stated in such Section.

11.5 No Assignment . Except as provided in the following sentence, no assignment of any part of this Agreement or any right or obligation hereunder may be made without the prior written consent of all other parties hereto, and any assignment attempted without such consent will be void. Without the consent of Seller, Buyer (and following the Closing, the Company) may assign all or any part of this Agreement and all or any part of its rights and obligations hereunder to: (a) an Affiliate of Buyer and (b) to any of Buyer's lenders as collateral security; provided that no such assignment shall relieve Buyer of its obligations under this Agreement.

11.6 Binding Effect . This Agreement shall be binding upon and shall inure to the benefit of Buyer, the Company and Seller and their respective successors and permitted assigns.

11.7 Headings . The article and section headings used in this Agreement are intended solely for convenience of reference, do not themselves form a part of this Agreement, and may not be given effect in the interpretation or construction of this Agreement.

11.8 Interpretation . Unless a clear contrary intention appears: (a) the singular number shall include the plural, and vice versa; (b) reference to any gender includes each other gender; (c) reference to any agreement, document or instrument shall mean such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (d) "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation"; (e) all references in this Agreement to "Schedules," "Sections" and "Exhibits" are intended to refer to Schedules, Sections and Exhibits to this Agreement, except as otherwise indicated; (f) the headings in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement, and shall not be referred to in connection with the construction or interpretation of this Agreement; (g) "or" is used in the inclusive sense of "and/or"; (h) with respect to the determination of any period of time, "from" shall mean "from and including" and "to" shall mean "to but excluding"; and (i) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof.

11.9 Number and Gender; Inclusion . Whenever the context requires in this Agreement, the masculine gender includes the feminine or neuter, the neuter gender includes the masculine or feminine, the singular number includes the plural, and the plural number includes the singular. In every place where it is used in this Agreement, the word "including" is intended and shall be construed to mean "including, without limitation."

11.10 Counterparts . This Agreement may be executed and delivered in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A facsimile or other copy of a signature shall be deemed an original for purposes of this Agreement.

11.11 Third Parties . No provision of this Agreement is intended or shall be construed to confer on any Person, other than the parties hereto, any rights hereunder, except that Buyer Indemnitees and Seller Indemnitees who are not otherwise parties to this Agreement shall be third party beneficiaries of this Agreement.

11.12 Time Periods . Any action required hereunder to be taken within a certain number of days shall, except as may otherwise be expressly provided herein, be taken within that number of calendar days; provided , however , that if the last day for taking such action falls on a Saturday, a Sunday, or a legal holiday, the period during which such action may be taken shall automatically be extended to the next Business Day.

11.13 Injunctive Relief . The parties hereto acknowledge and agree that irreparable damage would occur in the event that Buyer, Seller or the Company did not perform or otherwise breached any of the provisions of this Agreement or any other agreement to be executed and delivered by Buyer, Seller or the Company in connection herewith. It is accordingly agreed that Buyer, Seller and the Company shall be entitled to an injunction or injunctions to prevent such non-performance or breach of this Agreement or any other agreement to be executed and delivered by Buyer, Seller or the Company in connection herewith, in addition to any other remedy to which they may be entitled at law or equity.

[Signature Page Follows]

IN WITNESS WHEREOF, Buyer, Seller and the Company have executed and delivered this Interests Purchase Agreement as of the date first written above.

BUYER :

FAIRMOUNT MINERALS, LTD.

By: /s/ David J. Crandall
Name: David J. Crandall
Its: Vice President, General Counsel and Secretary

SELLER :

SOANE ENERGY LLC

By: /s/ David Soane
Name: David Soane
Its: CEO

COMPANY :

SELF-SUSPENDING PROPPANT LLC

By: /s/ Martha Groves
Name: Martha Groves
Its: CFO

Exhibits to Interests Purchase Agreement

Exhibit A

Patent Applications

Exhibit B

Contribution Agreement

Exhibit C-1

Unsecured Earn-Out Promissory Note by Buyer in favor of Seller

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Exhibit C-2

Membership Interests Security Agreement by Buyer in favor of Seller

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Exhibit D

Amended and Restated Limited Liability Company Agreement of SSP

Exhibit E

License Agreement (SSP to Buyer)

Exhibit F

IP Agreements

Exhibit G

License Agreement (SSP to Soane Labs)

Exhibit H

Services Agreement between SSP and Seller

Exhibit I

Letter Agreement among Seller, Soane Labs, Dr. David Soane, and Buyer

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Exhibit J

Escrow Agreement

Exhibit 3.1

THIRD AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

FMSA HOLDINGS INC.

FMSA Holdings Inc., (the " Corporation ") a corporation organized and existing under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (the " DGCL "), hereby certifies as follows:

1. The name of the Corporation is FMSA Holdings Inc. The Corporation was originally incorporated pursuant to the DGCL on January 25, 1996, under the name FML Holdings, Inc., when the original Certificate of Incorporation was filed with the Delaware Secretary of State. An Amended and Restated Certificate of Incorporation was filed on May 4, 2006 and the Second Amended and Restated Certificate of Incorporation was filed on August 5, 2010 (the " Second A&R Certificate "). The name of the Corporation was changed from "FML Holdings, Inc." to "FMSA Holdings Inc.", pursuant to the Certificate of Amendment to the Second A&R Certificate filed on August 14, 2014 (the " Certificate of Name Change ").

2. This Third Amended and Restated Certificate of Incorporation (the " Third A&R Certificate "), which restates and amends the Second A&R Certificate, as amended by the Certificate of Name Change and the Certificate of Amendment to the Second A&R Certificate filed on August 14, 2014, has been declared advisable by the board of directors (the " Board of Directors ") of the Corporation, duly adopted by the stockholders of the Corporation and duly executed and acknowledged by the officers of the Corporation in accordance with Sections 103, 228, 242 and 245 of the DGCL.

3. The Second A&R Certificate, as amended by the Certificate of Name Change, is hereby amended and restated in its entirety to read as follows:

FIRST: The name of the corporation is FMSA Holdings Inc. (the " Corporation ").

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 in New Castle County, Delaware. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL as it currently exists or may hereafter be amended.

FOURTH: The total number of shares of stock which the Corporation shall have authority to issue is 1,950,000,000 shares of capital stock, classified as (i) 100,000,000 shares of preferred stock, par value $0.01 per share (" Preferred Stock "), and (ii) 1,850,000,000 shares of common stock, par value $0.01 per share (" Common Stock ").

Upon this Third A&R Certificate becoming effective pursuant to the DGCL (the " Effective Time "), (i) each share of Class A Common Stock, par value $.01 per share (" Class A Common Stock "), issued and outstanding or held by the Company in treasury immediately prior to the Effective Time shall automatically without further action on the part of the Company or any holder of Class A Common Stock, be reclassified as one fully paid and nonassessable share of Common Stock, and (ii) each share of Class B Common Stock, par value $.01 per share (the "Class B Common Stock") issued and outstanding or held by the Company in treasury immediately prior to the Effective Time shall automatically without further action on the part of the Company or any holder of Class B Common Stock, be reclassified as one fully paid and nonassessable share of Common Stock. From and after the Effective Time, certificates previously representing the Class A Common Stock and Class B Common Stock shall represent the number of shares of Common Stock into which such shares of Class A Common Stock and Class B Common Stock shall have been reclassified pursuant to this Certificate of Amendment.

The designations and the powers, preferences, rights, qualifications, limitations and restrictions of Preferred Stock and Common Stock are as follows:

1. Provisions Relating to Preferred Stock.

(a) Preferred Stock may be issued from time to time in one or more series, the shares of each series to have such designations and powers, preferences, and rights, and qualifications, limitations, and restrictions thereof, as are stated and expressed herein and in the resolution or resolutions providing for the issue of such series adopted by the Board of Directors as hereafter prescribed (a " Preferred Stock Designation ").

(b) Authority is hereby expressly granted to and vested in the Board of Directors to authorize the issuance of Preferred Stock from time to time in one or more series, and with respect to each series of Preferred Stock, to fix and state by the resolution or resolutions from time to time adopted providing for the issuance thereof the designation and the powers, preferences, rights, qualifications, limitations and restrictions relating to each series of Preferred Stock, including, but not limited to, the following:

(i) whether or not the series is to have voting rights, full, special or limited, or is to be without voting rights, and whether or not such series is to be entitled to vote on one or more matters as a separate class either alone or together with the holders of one or more other classes or series of stock;

(ii) the number of shares to constitute the series and the designations thereof;

(iii) the preferences, and relative, participating, optional or other special rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to any series;

(iv) whether or not any shares of any series shall be redeemable at the option of the Corporation or the holders thereof or upon the happening of any specified event, and, if redeemable, the redemption price or prices (which may be payable in the form of cash, notes, securities or other property), and the time or times at which, and the terms and conditions upon which, such shares shall be redeemable and the manner of redemption;

(v) whether or not the shares of a series shall be subject to the operation of retirement or sinking funds to be applied to the purchase or redemption of such shares for retirement, and, if such retirement or sinking fund or funds are to be established, the annual amount thereof, and the terms and provisions relative to the operation thereof;

(vi) the dividend rate or rates, if any, whether dividends are payable in cash, stock of the Corporation or other property, the conditions upon which and the times when such dividends are payable, the preference to or the relation to the payment of dividends payable on any other class or classes or series of stock, whether or not such dividends shall be cumulative or noncumulative, and if cumulative, the date or dates from which such dividends shall accumulate;

(vii) the rights, if any, of the holders of any series upon the voluntary or involuntary liquidation, dissolution or winding up of, or upon any distribution of the assets of, the Corporation, and the preference, if any, to or the relation to, the rights of any other class or series upon the voluntary or involuntary liquidation, dissolution or winding up of, or upon any distribution of the assets of, the Corporation;

(viii) whether or not any shares of any series, at the option of the Corporation or the holder thereof or upon the happening of any specified event, shall be convertible into or exchangeable for, the shares of any other class or classes or of any other series of the same or any other class or classes of stock, of the Corporation and the conversion price or prices or ratio or ratios or the rate or rates at which such conversion or exchange may be made, with such adjustments, if any, as shall be stated and expressed or provided for in such resolution or resolutions; and

(ix) such other powers, preferences, rights, qualifications, limitations and restrictions with respect to any series as the Board of Directors determines to be advisable.

(c) The shares of each series of Preferred Stock may vary from the shares of any other series thereof in any or all of the foregoing respects. The Board of Directors may increase the number of shares of Preferred Stock designated for any existing series by a resolution increasing the number of shares designated as such series from the authorized and unissued shares of Preferred Stock not designated for any other series. The Board of Directors may decrease the number of shares of Preferred Stock designated as any existing series to a number not less than the number of shares of such series then outstanding by a resolution decreasing the number of shares of Preferred Stock designated as such existing series, and the number of shares no longer designated as such series shall become authorized, unissued, and undesignated shares of Preferred Stock.

2. Provisions Relating to Common Stock.

(a) Each share of Common Stock of the Corporation shall have identical rights and privileges in every respect. Common Stock shall be subject to the express terms of

Preferred Stock and any series thereof. Except as may otherwise be provided in this Third A&R Certificate, in a Preferred Stock Designation or by applicable law, the holders of shares of Common Stock shall be entitled to one vote for each such share upon all questions presented to the stockholders, the holders of shares of Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes, and the holders of Preferred Stock shall not be entitled to vote at or receive notice of any meeting of stockholders. Each holder of Common Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws (the " Bylaws ", as in effect at the time in question) and applicable law on all matters put to a vote of the stockholders of the Corporation.

(b) Notwithstanding the foregoing, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Third A&R Certificate (including any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Third A&R Certificate (including any Preferred Stock Designation) or pursuant to the DGCL (or any successor provision thereto).

(c) Subject to the prior rights and preferences, if any, applicable to shares of Preferred Stock or any series thereof, the holders of shares of Common Stock shall be entitled to receive ratably in proportion to the number of shares of Common Stock held by them such dividends and distributions (payable in cash, stock or otherwise), if any, as may be declared thereon by the Board of Directors at any time and from time to time out of any funds of the Corporation legally available therefor.

(d) Except as otherwise provided in a Preferred Stock Designation, in the event of any voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, after distribution in full of the preferential amounts, if any, to be distributed to the holders of shares of Preferred Stock or any class or series thereof, the holders of shares of Common Stock shall be entitled to receive all of the remaining assets of the Corporation available for distribution to its stockholders, ratably in proportion to the number of shares of Common Stock held by them. Except as otherwise provided in a Preferred Stock Designation, a liquidation, dissolution or winding-up of the Corporation, as such terms are used in this Paragraph (d), shall not be deemed to be occasioned by or to include any consolidation or merger of the Corporation with or into any other corporation or corporations or other entity or a sale, lease, exchange or conveyance of all or a part of the assets of the Corporation.

(e) Except as otherwise provided in a Preferred Stock Designation, the number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of either Common Stock or Preferred Stock voting separately as a class shall be required therefor.

3. General.

(a) Subject to the foregoing provisions of this Third A&R Certificate and any then-existing Preferred Stock Designation, the Corporation may issue shares of Preferred Stock and Common Stock from time to time for such consideration (not less than the par value thereof) as may be fixed by the Board of Directors, which is expressly authorized to fix the same in its sole and absolute discretion subject to the foregoing conditions. Shares so issued for which the consideration shall have been paid or delivered to the Corporation shall be deemed fully paid stock and shall not be liable to any further call or assessment thereon, and the holders of such shares shall not be liable for any further payments in respect of such shares.

(b) The Corporation shall have authority to create and issue rights and options entitling their holders to purchase shares of the Corporation's capital stock of any class or series or other securities of the Corporation, and such rights and options shall be evidenced by instrument(s) approved by the Board of Directors. The Board of Directors shall be empowered to set the exercise price, duration, times for exercise, and other terms of such options or rights; *provided* , *however* , that the consideration to be received for any shares of capital stock subject thereto shall not be less than the par value thereof.

(c) The Corporation shall be entitled to treat the person in whose name any share of its stock is registered as the owner thereof for all purposes and shall not be bound to recognize any equitable or other claim to, or interest in, such share on the part of any other person, whether or not the Corporation shall have notice thereof, except as expressly provided by applicable law.

FIFTH: The directors, other than those who may be elected by the holders of any series of Preferred Stock specified in the related Preferred Stock Designation, shall be divided, with respect to the time for which they severally hold office, into three classes, as nearly equal in number as is reasonably possible, with the initial term of office of the first class to expire at the 2015 annual meeting of stockholders (the " Class I Directors "), the initial term of office of the second class to expire at the 2016 annual meeting of stockholders (the " Class II Directors ") and the initial term of office of the third class to expire at the 2017 annual meeting of stockholders (the " Class III Directors "), with each director to hold office until his or her successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal. The Board of Directors is authorized to assign members of the Board of Directors already in office to their respective classes. At each annual meeting of stockholders, directors elected to succeed those directors whose terms then expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election, with each director to hold office until his or her successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. Until the Trigger Date (as defined below) and subject to the rights of the holders of shares of any series of Preferred Stock, if any, to elect additional directors pursuant to this Third A&R Certificate (including any Preferred Stock Designation), any director may be removed at any time, either for or without cause, upon the affirmative vote of the holders of a majority of the outstanding shares of stock of the Corporation entitled to vote generally for the election of directors, acting at a meeting of the stockholders or by written consent (if permitted) in accordance with the DGCL, this Third A&R Certificate and the Bylaws. From and

after the Trigger Date and subject to the rights of the holders of shares of any series of Preferred Stock, if any, to elect additional directors pursuant to this Third A&R Certificate (including any Preferred Stock Designation), any director may be removed only for cause, upon the affirmative vote of the holders of at least 75% of the outstanding shares of stock of the Corporation entitled to vote generally for the election of directors, acting at a meeting of the stockholders or by written consent (if permitted) in accordance with the DGCL, this Third A&R Certificate and the Bylaws.

The total number of directors of the Corporation shall be determined from time to time exclusively by resolution of the Board of Directors. Subject to the the rights of one or more series of Preferred Stock, any vacancies and newly created directorships shall be filled exclusively by a majority of the Board of Directors then in office, even if less than a quorum, or by the sole remaining director. No decrease in the number of directors shall shorten the term of any incumbent director. Unless and except to the extent that the Bylaws so provide, the election of directors need not be by written ballot.

SIXTH: Prior to the earlier of (i) the close of business on the tenth (10) business day following the date on which American Securities LLC and its affiliates (collectively, " American Securities ") no longer beneficially own more than 35% of the outstanding shares of Common Stock of the Corporation and (ii) the close of business on the business day following public announcement by American Securities that American Securities has made an election that the "Trigger Date" has occurred (the earlier of (i) and (ii), the " Trigger Date "), any action required or permitted to be taken at any annual meeting or special meeting of the stockholders of the Corporation may be taken without a meeting, without prior notice and without a vote of stockholders, if a consent or consents in writing, setting forth the action so taken, is or are signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. On and after the Trigger Date, subject to the rights of holders of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be taken at a duly held annual or special meeting of stockholders and may not be taken by any consent in writing of such stockholders.

SEVENTH: Special meetings of stockholders of the Corporation may be called only by the Board of Directors pursuant to a resolution adopted by a majority of the total number of directors which the Corporation would have if there were no vacancies; *provided , however* , that prior to the Trigger Date, special meetings of the stockholders of the Corporation may also be called by the Secretary of the Corporation at the request of the holders of record of a majority of the outstanding shares of Common Stock. From and after the Trigger Date, and subject to the rights of holders of any series of Preferred Stock, the stockholders of the Corporation do not have the power to call a special meeting of stockholders of the Corporation.

EIGHTH: In furtherance of, and not in limitation of, the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized to adopt, amend or repeal the Bylaws. The Bylaws shall not be adopted, altered, amended or repealed by the stockholders of the Corporation (i) prior to the Trigger Date, except by the affirmative vote of holders of not less than a majority in voting power of the then-outstanding shares of stock entitled to vote

generally in the election of directors (considered for this purpose as one class) or (ii) after the Trigger Date, except by the affirmative vote of holders of not less than 66 2/3% in voting power of the then-outstanding shares of stock entitled to vote generally in the election of directors (considered for this purpose as one class).

NINTH: Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

TENTH: No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as it now exists. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the preceding sentence, a director of the Corporation shall not be liable to the fullest extent permitted by any amendment to the DGCL hereafter enacted that further limits the liability of a director.

The Corporation shall indemnify and advance expenses to each director or officer to the fullest extent permitted by Delaware law.

Any amendment, repeal or modification of this Article Tenth shall be prospective only and shall not affect any limitation on liability of a director for acts or omissions occurring prior to the date of such amendment, repeal or modification.

ELEVENTH: To the fullest extent permitted by applicable law, the Corporation, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, business opportunities, other than opportunities related to hydraulic fracturing proppants, that are from time to time presented to American Securities or any of its officers, directors, agents, members, affiliates and subsidiaries (other than the Corporation and its subsidiaries) (each, a " Specified Party ") or are business opportunities in which a Specified Party participates or desires to participate, even if the opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and each such

Specified Party shall have no duty to communicate or offer such business opportunity to the Corporation and, to the fullest extent permitted by applicable law, shall not be liable to the Corporation or any of its subsidiaries or any stockholder, for breach of any fiduciary or other duty, as a director or officer or controlling stockholder or otherwise, by reason of the fact that such Specified Party pursues or acquires such business opportunity, directs such business opportunity to another person or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries. Notwithstanding the foregoing, a Specified Party who is a director of the Corporation and who is offered a business opportunity in his or her capacity as a director or officer of the Corporation (a " Directed Opportunity ") shall be obligated to communicate such Directed Opportunity to the Corporation; *provided* , *however* , that all of the protections of this Article Eleventh shall otherwise apply to the Specified Parties with respect to such Directed Opportunity, including, without limitation, the ability of the Specified Parties to pursue or acquire such Directed Opportunity or to direct such Directed Opportunity to another person.

Neither the amendment nor repeal of this Article Eleventh, nor the adoption of any provision of this Third A&R Certificate or the Bylaws, nor, to the fullest extent permitted by applicable law, any modification of law, shall eliminate, reduce or otherwise adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

If any provision or provisions of this Article Eleventh shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Eleventh (including, without limitation, each portion of any paragraph of this Article Eleventh containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Article Eleventh (including, without limitation, each such portion of any paragraph of this Article Eleventh containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

This Article Eleventh shall not limit any protections or defenses available to, or indemnification or advancement rights of, any director or officer of the Corporation under this Third A&R Certificate, the Bylaws or applicable law. Any person or entity purchasing or otherwise acquiring any interest in any securities of the Corporation shall be deemed to have notice of and to have consented to the provisions of this Article Eleventh.

TWELFTH: The Corporation elects not to be governed by, and shall not be subject to the provisions of, 8 Del. C. § 203, as now in effect or hereafter amended, or any successor statute thereto, as permitted under and pursuant to subsection (b)(3) thereof.

THIRTEENTH: The Corporation shall have the right, subject to any express provisions or restrictions contained in this Third A&R Certificate or the Bylaws, from time to time, to amend this Third A&R Certificate or any provision hereof in any manner now or hereafter provided by law, and all rights and powers of any kind conferred upon a director or stockholder of the Corporation by this Third A&R Certificate or any amendment hereof are subject to such right of the Corporation.

FOURTEENTH: Notwithstanding any other provision of this Third A&R Certificate or the Bylaws (and in addition to any other vote that may be required by law, this Third A&R Certificate or the Bylaws), following the Trigger Date, the affirmative vote of the holders of at least 75% in voting power of the outstanding shares of stock of the Corporation entitled to vote generally in the election of directors (voting together as one class) shall be required to amend, alter or repeal ARTICLES FIFTH, SIXTH, SEVENTH, EIGHTH, ELEVENTH and FOURTEENTH of this Third A&R Certificate or to adopt any provision inconsistent therewith.

FIFTEENTH: Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer, employee or agent of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the DGCL, this Third A&R Certificate or the Bylaws, or (iv) any action asserting a claim against the Corporation governed by the internal affairs doctrine, in each such case subject to said Court of Chancery having personal jurisdiction over the indispensable parties named as defendants therein. Any person or entity purchasing or otherwise acquiring any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article Fifteenth.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the undersigned has executed this Third A&R Certificate as of this th day of , 2014.

FMSA HOLDINGS INC.

By: _____
Name:
Title:

[Signature Page to
Third Amended and Restated
Certificate of Incorporation]

Exhibit 3.2

FOURTH AMENDED AND RESTATED BYLAWS

OF

FMSA HOLDINGS INC.

Incorporated under the Laws of the State of Delaware

ARTICLE I

OFFICES AND RECORDS

SECTION 1.1. Registered Office . The registered office of the Corporation in the State of Delaware shall be located at 1209 Orange Street, City of Wilmington, County of New Castle, and the name of the Corporation's registered agent at such address is The Corporation Trust Company. The registered office and registered agent of the Corporation may be changed from time to time by the board of directors of the Corporation (the " Board ") in the manner provided by law.

SECTION 1.2. Other Offices . The Corporation may have such other offices, either within or without the State of Delaware, as the Board may designate or as the business of the Corporation may from time to time require.

SECTION 1.3. Books and Records . The books and records of the Corporation may be kept outside the State of Delaware at such place or places as may from time to time be designated by the Board.

ARTICLE II

STOCKHOLDERS

SECTION 2.1. Annual Meeting . The annual meeting of the stockholders of the Corporation shall be held on such date and at such place, if any, either within or without the State of Delaware, and time as may be fixed by resolution of the Board, unless, subject to the Corporation's Certificate of Incorporation as it may be amended and restated from time to time (the " Certificate of Incorporation "), the stockholders have acted by written consent as permitted by the Delaware General Corporation Law, or any successor provisions thereto (" DGCL "). Any proper business may be transacted at the annual meeting. The Board may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

SECTION 2.2. Special Meeting . Special meetings of stockholders may be called in the manner provided in the Certificate of Incorporation. The Board may postpone, reschedule or cancel any special meeting of the stockholders previously scheduled by the Board.

SECTION 2.3. Record Date . (a) In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

(b) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

(c) Unless otherwise restricted by the Certificate of Incorporation, in order that the Corporation may determine the stockholders entitled to express consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date for determining stockholders entitled to express consent to corporate action in writing without a meeting is fixed by the Board, (i) when no prior action of the Board is required by law, the record date for such purpose shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, and (ii) if prior action by the Board is required by law, the record date for such purpose shall be at the close of business on the day on which the Board adopts the resolution taking such prior action..

SECTION 2.4. Stock List . A complete list of stockholders entitled to vote at any meeting of stockholders (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in the name of such stockholder, shall be open to the

examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting, either on a reasonably accessible electronic network, provided that the information required to gain access to the list is provided with the notice of the meeting, or during ordinary business hours, at the principal place of business of the Corporation. The stock list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled by this section to examine the list required by this section or to vote in person or by proxy at any meeting of the stockholders.

SECTION 2.5. Place of Meeting . The Board shall designate the place of meeting for any annual meeting or for any special meeting of the stockholders. If no designation is so made, the place of meeting shall be the principal executive offices of the Corporation. The Board, acting in its sole discretion, may establish guidelines and procedures in accordance with applicable provisions of the DGCL and any other applicable law for the participation by stockholders and proxyholders in a meeting of stockholders by means of remote communications, and may determine that any meeting of stockholders will not be held at any place but will be held solely by means of remote communication. Stockholders and proxyholders complying with such procedures and guidelines and otherwise entitled to vote at a meeting of stockholders shall be deemed present in person and entitled to vote at a meeting of stockholders, whether such meeting is to be held at a designated place or solely by means of remote communication.

SECTION 2.6. Notice of Meeting . Whenever stockholders are required or permitted to take any action at a meeting, notice of the meeting, stating the place, day and hour of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed present in person and vote at such meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given. Unless otherwise provided by law, the Certificate of Incorporation or these Bylaws, the notice shall be given not less than ten (10) days nor more than 60 days before the date of the meeting, in a manner pursuant to Section 7.7 hereof, to each stockholder of record entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage thereon prepaid, addressed to the stockholder at his address as it appears on books of the Corporation. The Corporation may provide stockholders with notice of a meeting by electronic transmission in accordance with applicable law.

SECTION 2.7. Quorum and Adjournment of Meetings . Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the holders of a majority in voting power of the outstanding shares of the Corporation entitled to vote at the meeting (the " Voting Stock "), represented in person or by proxy, shall constitute a quorum at a meeting of stockholders. Where a separate vote by a class or series (or classes or series) of stock is required, the holders of a majority of the outstanding shares of such class or series (or classes or series), represented in person or by proxy, shall constitute a quorum of such class or series with respect

to the vote on that matter. Shares of its own stock belonging to the Corporation or to another corporation, if a majority of the voting power of the shares entitled to vote in the election of directors of such other corporation are held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted by quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote stock, including but not limited to its own stock, held by it in fiduciary capacity. The chairman of the meeting or the holders of a majority in voting power of the shares so represented at a meeting may adjourn the meeting from time to time, whether or not there is such a quorum. When a meeting is adjourned to another time or place, unless these Bylaws otherwise require, notice need not be given of the adjourned meeting if the time and place, if any, thereof are announced at the meeting at which the adjournment is taken. If the adjournment is for more than thirty (30) days, a notice shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to receive notice of the adjourned meeting the same or an earlier date as that fixed for determination of stockholders of record entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such adjourned meeting as of the record date so fixed for notice of such adjourned meeting. At the adjournment meeting, the Corporation may transact any business which might have been transacted at the original meeting. The stockholders present at a duly called meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

SECTION 2.8. Proxies . At all meetings of stockholders, each stockholder entitled to vote at a meeting may authorize another person to act for such stockholder by proxy given in any manner permitted by law.. Any copy, facsimile transmission or other reliable reproduction of the writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile transmission or other reproduction shall be a complete reproduction of the entire original writing or transmission. No proxy may be voted or acted upon after the expiration of three (3) years from the date of such proxy, unless such proxy provides for a longer period. Every proxy is revocable at the pleasure of the stockholder executing it unless the proxy states that it is irrevocable and applicable law makes it irrevocable. A stockholder may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or by filing another duly executed proxy bearing a later date with the Secretary.

SECTION 2.9. Notice of Stockholder Business and Nominations .

(A) Annual Meetings of Stockholders .

(1) Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) pursuant to the Corporation’s notice of meeting (or any supplement thereto), (b) by or at the direction of the Board (or any committee thereof) or (c) by any stockholder of the Corporation who (i) was a stockholder of record at the time of giving of notice provided for in these

Bylaws and at the time of the annual meeting, (ii) is entitled to vote at the meeting and (iii) subject to Section 2.9(C)(5) , complies with the notice procedures set forth in these Bylaws as to such business or nomination. Clause 1(c) of this Section 2.9(A) shall be the exclusive means for a stockholder to make nominations or submit other business (other than matters properly brought under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the " Exchange Act "), and included in the Corporation's notice of meeting) before an annual meeting of the stockholders.

(2) Without qualification, for any nominations or any other business to be properly brought before an annual meeting by a stockholder pursuant to Section 2.9(A)(1)(c) of these Bylaws, the stockholder must have given timely notice thereof in writing to the Secretary and such other business must otherwise be a proper matter for stockholder action under the DGCL. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120 th day and not later than the close of business on the 90 th day prior to the first anniversary of the preceding year's annual meeting (which date shall, for purposes of the Corporation's first annual meeting of stockholders after its shares of Common Stock are first publicly traded, be deemed to have occurred on May 1, 2014; *provided* , *however* , that in the event that the date of the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120 th day prior to the date of such annual meeting and not later than the close of business on the later of the 90 th day prior to such annual meeting or the 10 th day following the day on which public announcement of the date of such meeting is first made by the Corporation. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. To be in proper form, a stockholder's notice (whether given pursuant to this Section 2.9(A)(2) or Section 2.9(B)) to the Secretary must:

(a) set forth, as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, if any, (ii) (A) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially and of record by such stockholder and such beneficial owner, (B) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a " Derivative Instrument ") directly or indirectly owned beneficially by such

stockholder and such beneficial owner, if any, and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation directly or indirectly owned by such stockholder and such beneficial owner, if any, (C) a description of any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder and such beneficial owner, if any, has a right to vote any shares of any security of the Company, (D) any short interest in any security of the Company (for purposes of these Bylaws a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security) directly or indirectly owned by such stockholder and such beneficial owner, if any, (E) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder and such beneficial owner, if any, that are separated or separable from the underlying shares of the Corporation, (F) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder and such beneficial owner, if any, is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (G) any performance-related fees (other than an asset-based fee) that such stockholder and such beneficial owner, if any, is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice, including without limitation any such interests held by members of such stockholder's and such beneficial owner's, if any, immediate family sharing the same household (which information shall be supplemented by such stockholder and beneficial owner, if any, not later than ten (10) days after the record date for the meeting to disclose such ownership as of the record date), (iii) any other information relating to such stockholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder, (iv) a representation that the stockholder was a holder of record of stock of the Corporation entitled to vote at such meeting and intends to appear in person or by proxy at the meeting to bring such nomination or other business before the meeting, and (v) a representation as to whether such stockholder or any such beneficial owner intends or is part of a group that intends to (x) deliver a proxy statement or form of proxy to holders of at least the percentage of the voting power of the Corporation's outstanding capital stock required to approve or adopt the proposal or to elect each such nominee and/or (y) otherwise to solicit proxies from stockholders in support of such proposal or nomination. If requested by the Corporation, the information required

under clauses (a)(i) and (ii) of the preceding sentence of this Section 2.9 shall be supplemented by such stockholder and any such beneficial owner not later than ten (10) days after the record date for notice of the meeting to disclose such information as of such record date;

(b) if the notice relates to any business other than a nomination of a director or directors that the stockholder proposes to bring before the meeting, set forth (i) a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the Bylaws of the Corporation, the language of the proposed amendment), the reasons for conducting such business at the meeting and any material interest of such stockholder and beneficial owner, if any, in such business and (ii) a description of all agreements, arrangements and understandings between such stockholder and beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such stockholder;

(c) set forth, as to each person, if any, whom the stockholder proposes to nominate for election or reelection to the Board (i) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and (ii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant; and

(d) with respect to each nominee for election or reelection to the Board, include a completed and signed questionnaire, representation and agreement required by Section 2.9(A)(5) of these Bylaws. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of such proposed nominee to serve as an

independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee.

(3) Notwithstanding anything in the second sentence of Section 2.9(A)(2) of these Bylaws to the contrary, in the event that the number of directors to be elected to the Board is increased effective after the time period for which nominations would otherwise be due under Section 2.9(A)(2) of these Bylaws and there is no public announcement by the Corporation naming the nominees for additional directorships at least 100 days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by these Bylaws shall also be considered timely, but only with respect to nominees for the additional directorships, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10 th day following the day on which such public announcement is first made by the Corporation.

(4) The foregoing notice requirements of this Section 2.9(A) shall be deemed satisfied by a stockholder with respect to business other than a nomination if such stockholder has notified the Corporation of his or her intention to present a proposal at an annual meeting in compliance with the applicable rules and regulations promulgated under the Exchange Act and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting.

(5) To be eligible to be a nominee for election or reelection as a director of the Corporation, a person must deliver (in accordance with the time periods prescribed for delivery of notice under Section 2.9(A)(2) of these Bylaws for persons nominated for election or re-election pursuant to Section 2.9(A)(1)(c) of these Bylaws) to the Secretary at the principal executive offices of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (C) in such person's individual capacity and on

behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Corporation, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

(B) Special Meetings of Stockholders .

Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to a notice of meeting (a) by or at the direction of the Board, any committee thereof, or stockholders (if stockholders are permitted to call a special meeting of stockholders pursuant to Section 2.2 of these Bylaws) or (b) provided , that the Board or stockholders (if stockholders are permitted to call a special meeting of stockholders pursuant to Section 2.2 of these Bylaws) has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who (i) is a stockholder of record at the time of giving of notice provided for in these Bylaws and at the time of the special meeting, (ii) is entitled to vote at the meeting, and (iii) complies with the notice procedures set forth in these Bylaws. In the event a special meeting of stockholders is called for the purpose of electing one or more directors to the Board, any such stockholder may nominate a person or persons (as the case may be), for election to such position(s) as specified in the Corporation's notice of meeting, if the stockholder's notice required by Section 2.9(A)(2) of these Bylaws with respect to any nomination (including the completed and signed questionnaire, representation and agreement required by Section 2.9(5) of these Bylaws) shall be delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120 th day prior to such special meeting and not later than the close of business on the later of the 90 th day prior to such special meeting and the 10 th day following the day on which public announcement is first made by the Corporation of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall the public announcement of an adjournment or postponement of a special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(C) General .

(1) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, only such persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible to serve as directors, and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in these Bylaws. Except as otherwise provided by law, the chairman of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in these Bylaws (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made or solicited (or is part of a group which solicited) or did not so solicit, as the case

may be, proxies or votes in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by Section 2.9(A)(2)(a)(v) of these Bylaws) and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposal or nomination shall be disregarded.

(2) For purposes of these Bylaws, " public announcement " shall mean disclosure in a press release reported by Dow Jones News Service, the Associated Press, or any other national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of these Bylaws, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these Bylaws; *provided* , *however* , that any references in these Bylaws to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to Section 2.9(A)(1)(c) or Section 2.9(B) of these Bylaws. Nothing in these Bylaws shall be deemed to affect any rights (i) of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (ii) of the holders of any series of preferred stock of the Corporation (" Preferred Stock ") if and to the extent provided for under law, the Certificate of Incorporation or these Bylaws.

(4) Notwithstanding the foregoing provisions of this Section 2.9, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 2.9, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

(5) Notwithstanding anything to the contrary contained in this Section 2.9, prior to the Trigger Date, American Securities (as defined in the Certificate of Incorporation) shall not be subject to the notice procedures set forth in paragraphs (A) or (B) of this Section 2.9 with respect to any annual or special meeting of stockholders.

SECTION 2.10. Conduct of Business. The Chairman of the Board, or if he or she is not present, the Chief Executive Officer, shall conduct the meetings of stockholders. The Secretary, if present, shall as act secretary of such meetings, or if he or she is not present, then a secretary shall be appointed by the chairman of the meeting. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the chairman of the meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman of the meeting, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting of stockholders to stockholders of record entitled to vote at the meeting, their duly authorized and constituted proxies and such other persons as the chairman of the meeting or the Board shall determine, (d) restrictions on entry to the meeting after the time fixed for commencement thereof and (e) limitations on the amount of time allotted to questions or comments by participants. Should any person in attendance become unruly or obstruct the meeting proceedings, the chairman of the meeting shall have the power to have such person removed from the meeting. Notwithstanding anything in the Bylaws to the contrary, no business shall be conducted at a meeting except in accordance with the procedures set forth in this ARTICLE II . The chairman of the meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting, shall, if the facts warrant, determine and declare to the meeting that any proposed item of business was not brought before the meeting in accordance with the provisions of this ARTICLE II and shall so declare to the meeting, and any such business not properly brought before the meeting shall not be transacted. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

SECTION 2.11. Procedure for Election of Directors; Required Vote . Subject to the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, at any meeting of stockholders at which directors are to be elected, so long as a quorum is present, the directors shall be elected by a plurality of the votes validly cast in such election. Except as otherwise provided by law, the rules and regulations of any stock exchange applicable to the Corporation, any regulation applicable to the Corporation and its securities, the Certificate of Incorporation, or these Bylaws, in all matters other than the election of directors and certain non-binding advisory votes described below, the affirmative vote of the holders of a majority in power voting of the shares of stock of the Corporation present in person or represented by proxy at the meeting and entitled to vote on the matter shall be the act of the stockholders. With respect to any non-binding advisory matter as to which there are more than two possible vote choices, a plurality of the votes validly cast shall be the recommendation of the stockholders.

Unless otherwise provided in the Certificate of Incorporation, cumulative voting for the election of directors shall be prohibited.

SECTION 2.12. Inspectors of Elections; Opening and Closing the Polls . The Board by resolution may, and when required by law, shall, appoint one or more inspectors, which inspector or inspectors may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives, to act at the meeting of stockholders or any adjournment thereof and make a written report thereof. One or more persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed to act or is able to act at a meeting of stockholders and the appointment of an inspector is required by law, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath to execute faithfully the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall have the duties prescribed by law.

The chairman of the meeting shall fix and announce at the meeting the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting.

ARTICLE III

BOARD OF DIRECTORS

SECTION 3.1. General Powers . Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these Bylaws required to be exercised or done by the stockholders. The directors shall act only as a Board, and the individual directors shall have no power as such.

SECTION 3.2. Number, Tenure and Qualifications . The initial number of directors will be seven (7). Subject to the rights of the holders of any series of Preferred Stock to elect directors under specified circumstances, the number of directors shall be fixed from time to time exclusively pursuant to a resolution adopted by a majority of the Board. Subject to the special rights of the holders of one or more series of Preferred Stock to elect directors, the Board shall be divided into three classes designated as Class I, Class II or Class III in accordance with the provisions of the Certificate of Incorporation.

SECTION 3.3. Regular Meetings . Regular meetings of the Board shall be held on such dates, and at such times and places, as are determined from time to time by resolution of the Board.

SECTION 3.4. Special Meetings . Special meetings of the Board may be called by the Chairman of the Board, the Chief Executive Officer, or a majority of the Board then in office. The person or persons authorized to call special meetings of the Board may fix the place, date and time of the meetings. Any business may be conducted at a special meeting of the Board.

SECTION 3.5. Notice of Special Meetings . Notice of any special meeting of the Board shall be given to each director by the person calling the meeting at least 24 hours prior to the meeting. Notice to directors may be given by telecopier, telephone or other means of electronic transmission.

SECTION 3.6. Action by Consent of Board of Directors . Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, including by electronic transmission, and the writing or writings or electronic transmissions are filed with the minutes of proceedings of the Board or committee. Such consent shall have the same force and effect as a unanimous vote at a meeting, and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

SECTION 3.7. Conference Telephone Meetings . Members of the Board, or any committee thereof, may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

SECTION 3.8. Quorum . Subject to Section 3.9 , the whole number of directors equal to a majority of the Board shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

SECTION 3.9. Vacancies . Subject to applicable law, the rights of the holders of any series of Preferred Stock with respect to such series of Preferred Stock and the Certificate of Incorporation, vacancies resulting from death, resignation, retirement, disqualification, removal from office or other cause, and newly created directorships resulting from any increase in the authorized number of directors, may be filled only by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board, or a sole remaining director, and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been elected expires and until such director’s successor shall have been duly elected and qualified. No decrease in the number of authorized directors constituting the Board shall shorten the term of any incumbent director.

SECTION 3.10. Removal . Prior to the Trigger Date and subject to the rights of the holders of shares of any series of Preferred Stock, if any, to elect additional directors pursuant to the Certificate of Incorporation (including any certificate of designation thereunder), any director may be removed at any time, either for or without cause, upon the affirmative vote of the holders of a majority of the outstanding shares of stock of the Corporation entitled to vote generally for the election of directors, acting at a meeting of the stockholders or by written consent (if permitted) in accordance with the DGCL, the Certificate of Incorporation and these Bylaws. On and after the Trigger Date and subject to the rights of the holders of shares of any

series of Preferred Stock, if any, to elect additional directors pursuant to the Certificate of Incorporation (including any certificate of designation thereunder), any director may be removed but only for cause, upon the affirmative vote of the holders of at least 75% of the outstanding shares of stock of the Corporation entitled to vote generally for the election of directors, acting at a meeting of the stockholders or by written consent (if permitted) in accordance with the DGCL, the Certificate of Incorporation and these Bylaws.

SECTION 3.11. Records . The Board shall cause to be kept a record containing the minutes of the proceedings of the meetings of the Board and of the stockholders, appropriate stock books and registers and such books of records and accounts as may be necessary for the proper conduct of the business of the Corporation.

SECTION 3.12. Compensation . Unless otherwise restricted by the Certificate of Incorporation or these Bylaws, the Board shall have authority to fix the compensation of directors, including fees and reimbursement of expenses. The Corporation will cause each non-employee director serving on the Board to be reimbursed for all reasonable out-of-pocket costs and expenses incurred by him or her in connection with such service.

SECTION 3.13. Regulations . To the extent consistent with applicable law, the Certificate of Incorporation and these Bylaws, the Board may adopt such rules and regulations for the conduct of meetings of the Board and for the management of the affairs and business of the Corporation as the Board may deem appropriate.

ARTICLE IV

COMMITTEES

SECTION 4.1. Designation; Powers . The Board may designate one or more committees each committee to consist of one or more directors of the Corporation, including, if they shall so determine, an executive committee. Any such designated committee, to the extent permitted by law and the to the extent provided in the resolutions of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation. Any such designated committee may authorize the seal of the Corporation to be affixed to all papers which may require it.

SECTION 4.2. Procedure; Meetings; Quorum . Any committee designated pursuant to Section 4.1 shall choose its own chairman, shall keep regular minutes of its proceedings and report the same to the Board when requested, and shall meet at such times and at such place or places as may be provided by the charter of such committee or by resolution of such committee or resolution of the Board. At every meeting of any such committee, the presence of a majority of all the members thereof shall constitute a quorum and, at any meeting at which a quorum is present, the affirmative vote of a majority of the members present shall be the act of the committee. The Board shall adopt a charter for each committee for which a charter is required by applicable laws, regulations or stock exchange rules, may adopt a charter for any other committee, and may adopt other rules and regulations for the government of any committee not inconsistent with the provisions of these Bylaws or any such charter, and each committee may adopt its own rules and regulations of government, to the extent not inconsistent with these Bylaws or any charter or other rules and regulations adopted by the Board.

SECTION 4.3. Substitution of Members . The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of the absent or disqualified member.

ARTICLE V

OFFICERS

SECTION 5.1. Officers . The officers of the Corporation shall be a Chairman of the Board, a Chief Executive Officer, a Secretary, a Treasurer, and such other officers as the Board from time to time may deem proper. The Chairman of the Board shall be chosen from among the directors. All officers elected by the Board shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this ARTICLE V . Such officers shall also have such powers and duties as from time to time may be conferred by the Board or by any committee thereof. The Board or any committee thereof may from time to time elect, or the Chairman of the Board or Chief Executive Officer may appoint, such other officers (including one or more Vice Presidents, Assistant Secretaries, and Assistant Treasurers) and such agents, as may be necessary or desirable for the conduct of the business of the Corporation. Such other officers and agents shall have such duties and shall hold their offices for such terms as shall be provided in these Bylaws or as may be prescribed by the Board or such committee or by the Chairman of the Board or Chief Executive Officer, as the case may be. For the avoidance of doubt, the term Vice President shall refer to any employee of the Corporation whose employment title is “Vice President” regardless of whether such employee was elected as a Vice President by the Board.

SECTION 5.2. Term of Office . Each officer shall hold office until his successor shall have been duly elected or appointed and shall have qualified or until his death or until he shall resign, but any officer may be removed from office at any time by the affirmative vote of a majority of the Board or, except in the case of an officer or agent elected by the Board, by the Chairman of the Board or Chief Executive Officer. Such removal shall be without prejudice to the contractual rights, if any, of the person so removed. No elected officer shall have any contractual rights against the Corporation for compensation by virtue of such election beyond the date of the election of his successor, his death, his resignation or his removal, whichever event shall first occur, except as otherwise provided in an employment contract or under an employee deferred compensation plan.

SECTION 5.3. Chairman of the Board . The Chairman of the Board shall preside at all meetings of the stockholders and of the Board. The Chairman of the Board shall be responsible for the general management of the affairs of the Corporation and shall perform all duties incidental to his office which may be required by law and all such other duties as are properly required of him by the Board. He shall make reports to the Board and the stockholders,

and shall see that all orders and resolutions of the Board and of any committee thereof are carried into effect. The Chairman of the Board may also serve as Chief Executive Officer, if so elected by the Board.

SECTION 5.4. Chief Executive Officer . The Chief Executive Officer shall act in a general executive capacity and shall assist the Chairman of the Board in the administration and operation of the Corporation's business and general supervision of its policies and affairs. The Chief Executive Officer shall, in the absence of or because of the inability to act of the Chairman of the Board, perform all duties of the Chairman of the Board and preside at all meetings of stockholders and of the Board. The Chief Executive Officer shall have the authority to sign, in the name and on behalf of the Corporation, checks, orders, contracts, leases, notes, drafts and all other documents and instruments in connection with the business of the Corporation.

SECTION 5.5. President . The President, if any, shall have such powers and shall perform such duties as shall be assigned to him by the Board.

SECTION 5.6. Executive Vice Presidents and Vice Presidents . Each Executive Vice President and Vice President, if any, shall have such powers and shall perform such duties as shall be assigned to him by the Board.

SECTION 5.7. Treasurer . The Treasurer shall exercise general supervision over the receipt, custody and disbursement of corporate funds. The Treasurer shall cause the funds of the Corporation to be deposited in such banks as may be authorized by the Board, or in such banks as may be designated as depositaries in the manner provided by resolution of the Board. He shall have such further powers and duties and shall be subject to such directions as may be granted or imposed upon him from time to time by the Board, the Chairman of the Board or the Chief Executive Officer.

SECTION 5.8. Secretary . The Secretary shall keep or cause to be kept in one or more books provided for that purpose, the minutes of all meetings of the Board, the committees of the Board and the stockholders and shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law. The Secretary shall be custodian of the records and the seal of the Corporation and affix and attest the seal to all stock certificates of the Corporation (unless the seal of the Corporation on such certificates shall be a facsimile, as hereinafter provided) and affix and attest the seal to all other documents to be executed on behalf of the Corporation under its seal. The Secretary shall see that the books, reports, statements, certificates and other documents and records required by law to be kept and filed are properly kept and filed; and in general, shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board, the Chairman of the Board or the Chief Executive Officer.

SECTION 5.9. Vacancies . A newly created elected office and a vacancy in any elected office because of death, resignation, or removal may be filled by the Board for the unexpired portion of the term at any meeting of the Board. Any vacancy in an office appointed by the Chairman of the Board or the Chief Executive Officer because of death, resignation, or removal may be filled by the Chairman of the Board or the Chief Executive Officer.

SECTION 5.10. Action with Respect to Securities of Other Corporations . Unless otherwise directed by the Board, the Chief Executive Officer, or an attorney or agent appointed by the Chief Executive Officer, shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of or with respect to any action of security holders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE VI

STOCK CERTIFICATES AND TRANSFERS

SECTION 6.1. Stock Certificates and Transfers . Shares of stock of the Corporation shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of its stock may be uncertificated shares. The shares of the stock of the Corporation shall be entered in the books of the Corporation as they are issued and shall exhibit the holder's name and number of shares. Subject to the provisions of the Certificate of Incorporation, the shares of the stock of the Corporation shall be transferred on the books of the Corporation, which may be maintained by a third party registrar or transfer agent, by the holder thereof in person or by his attorney, upon, in the case of certificated shares, surrender for cancellation of certificates for at least the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require and, in the case of uncertificated shares, upon receipt of proper transfer instructions from the registered holder of uncertificated shares and upon compliance with appropriate procedures for transferring shares in uncertificated form, at which time the Corporation shall issue a new certificate (or uncertificated share(s)) to the person entitled thereto, cancel the old certificate(s), if any, and record the transaction upon its books.

Every holder of stock represented by certificates shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman of the Board or Vice Chairman of the Board, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation certifying the number of shares owned by such holder in the Corporation. Any of or all the signatures on the certificate may be a facsimile. . In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

SECTION 6.2. Lost, Stolen or Destroyed Certificates . The Corporation may issue a new certificate of stock or uncertificated shares in place of any certificate theretofore issued by it, alleged to have been lost, destroyed or stolen, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

SECTION 6.3. Ownership of Shares . The Corporation shall be entitled to treat the holder of record of any share or shares of capital stock of the Corporation as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

SECTION 6.4. Regulations Regarding Certificates . Subject to applicable law, the Board shall have the power and authority to make all such rules and regulations as they may deem expedient concerning the issue, transfer and registration or the replacement of certificates for shares of capital stock of the Corporation. The Corporation may enter into additional agreements with stockholders to restrict the transfer of stock of the Corporation in any manner not prohibited by the DGCL.

ARTICLE VII

MISCELLANEOUS PROVISIONS

SECTION 7.1. Fiscal Year . The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first day of December of each year and may be changed by resolution of the Board.

SECTION 7.2. Dividends . Except as otherwise provided by law or the Certificate of Incorporation, the Board may from time to time declare, and the Corporation may pay, dividends on its outstanding shares of capital stock, which dividends may be paid in either cash, property or shares of capital stock of the Corporation. A member of the Board, or a member of any committee designated by the Board shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board, or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, as to the value and amount of the assets, liabilities and/or net profits of the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

SECTION 7.3. Seal . The corporate seal shall have enscribed thereon the words "Corporate Seal," the year of incorporation and around the margin thereof the words "FMSA Holdings Inc. — Delaware."

SECTION 7.4. Waiver of Notice . Whenever any notice is required to be given to any stockholder or director of the Corporation under the provisions of the DGCL, the Certificate of Incorporation or these Bylaws, a waiver thereof in writing, including by electronic transmission, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders or the Board or committee thereof need be specified in any waiver of notice of such meeting. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except

when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened and does not further participate in the meeting.

SECTION 7.5. Resignations . Any director or any officer, whether elected or appointed, may resign at any time by giving written notice, including by electronic transmission, of such resignation to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary, and such resignation shall be deemed to be effective as of the close of business on the date said notice is received by the Chairman of the Board, the Chief Executive Officer, the President or the Secretary, or at such later time as is specified therein. No formal action shall be required of the Board or the stockholders to make any such resignation effective.

SECTION 7.6. Indemnification . (A)(1) Each person who was or is a party, is threatened to be made a party to or is involved in any Proceeding (other than a Proceeding by or in the right of the Corporation), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was, or has agreed to become, a director or officer of a Subject Enterprise or by reason of any act or omission by such person in such capacity, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all Expenses and liabilities which were suffered or reasonably incurred by such person in connection therewith, so long as such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe that such person's conduct was unlawful. Such indemnification shall inure to the benefit of such person's heirs, executors and administrators.

(2) Each person who was or is a party or is threatened to be made a party to or is involved in any Proceeding brought by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she or a person of whom he or she is the legal representative is or was, or has agreed to become, a director, officer, employee, agent or fiduciary of a Subject Enterprise, or by reason of any act or omission by such person in such capacity, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all Expenses suffered or incurred by such person in connection therewith, so long as such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation. Such indemnification shall inure to the benefit of such person's heirs, executors and administrators.

(3) Notwithstanding Section 7.6(A)(2) , no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been finally adjudged to be liable to the Corporation in a final adjudication by a court of competent jurisdiction, unless and to the extent that the Court of Chancery of the State of Delaware, or the

court in which such Proceeding shall have been brought or is pending, shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification.

(4) Notwithstanding Section 7.6(A)(1) and (2) , except as provided in Section 7.6(C) or the last sentence of Section 7.6(D) , the Corporation shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person, including any Proceeding (or part thereof) initiated by such person against the Corporation or its directors, officers, employees or other indemnitees only if (i) such Proceeding (or part thereof) was authorized by the Board prior to its initiation or (ii) the Corporation, by action of its Board, provides the indemnification, in its sole discretion, pursuant to the powers vested in the Corporation under applicable law.

(5) The Corporation shall, to the fullest extent not prohibited by law, advance all Expenses incurred by a present or former director or officer in defending any Proceeding prior to the final disposition of such Proceeding upon written request of such person and delivery of an undertaking by such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation. Such advances shall be paid by the Corporation within thirty (30) days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time.

(B) The Corporation may, by action of its Board, provide indemnification and advancement of expenses to employees and agents of the Corporation, individually or as a group, within the same scope and effect as the indemnification of its directors and officers.

(C) To obtain indemnification or advancement of Expenses under these Bylaws, a claimant shall submit to the Corporation a written request, including documentation and information which is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification following the final disposition of such action, suit or proceeding. Upon written request by a claimant who is a current director and officer of the Corporation for indemnification pursuant to the first sentence of this paragraph (C), a determination by the Corporation, if required by applicable law, with respect to the claimant's entitlement thereto shall be made as follows: (i) by a majority vote of the Disinterested Directors (as hereinafter defined), even though less than a quorum of the Board, (ii) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum, (iii) if there are no such Disinterested Directors, or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion, or (iv) if so directed by the Board, by the stockholders of the Corporation. The Independent Counsel shall be selected by the Corporation; *provided, however* , that the claimant may, within ten (10) days after written notice of selection shall be given, deliver to the Corporation written objection to such selection, which may only be asserted on the grounds that the Independent Counsel does not meet the definition of Independent Counsel as defined by these Bylaws. Such determination of entitlement to indemnification shall be made not later than ninety (90) days after receipt by the Corporation of a written request for indemnification. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within ten (10) days after such determination. In any proceeding brought to enforce the right of a person to receive

indemnification to which such person is entitled under this Section 7.6 , the person, persons or entity making such determination shall, to the fullest extent not prohibited by the DGCL or other applicable law and these Bylaws presume that such person is entitled to indemnification and the Corporation shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption. A prior determination by the Corporation (including the Board or any committee thereof, its independent legal counsel, or its stockholders) that the claimant has not met such applicable standard of conduct does not itself constitute evidence that the claimant has not met the applicable standard of conduct. In any proceeding brought to enforce a claim for advances to which a person is entitled under Section 7.6(A)(5) , the person seeking an advance need only show that he or she has satisfied the requirements expressly set forth in Section 7.6(A)(5) .

(D) If the Board or the Independent Counsel, as applicable, shall have failed to make a determination as to entitlement to indemnification within ninety (90) days after receipt by the Corporation of such request, such claimant shall be entitled to an adjudication by a court of such claimant's option to such entitlement. Alternatively, such claimant, at his option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The termination of any Proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself: (i) create a presumption that the claimant did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal Proceeding, that the claimant had reasonable cause to believe that the claimant's conduct was unlawful; or (ii) otherwise adversely affect the rights of the claimant to indemnification, except as may be provided herein. All Expenses incurred by such person in connection with successfully establishing such person's right to indemnification or advancement of expenses under this Section 7.6 , in whole or in part, shall also be indemnified by the Corporation to the fullest extent permitted by law.

(E) If a determination shall have been made pursuant to paragraph (C) of these Bylaws that the claimant is entitled to indemnification, the Corporation shall be bound by such determination and shall be precluded from asserting that such determination has not been made in any judicial Proceeding commenced pursuant to paragraph (D) of these Bylaws.

(F) The Corporation shall be precluded from asserting in any judicial Proceeding commenced pursuant to paragraph (D) of these Bylaws that the procedures and presumptions of these Bylaws are not valid, binding and enforceable and shall stipulate in such Proceeding that the Corporation is bound by all the provisions of these Bylaws.

(G) The right to indemnification and the payment of Expenses incurred in defending a Proceeding in advance of its final disposition conferred in these Bylaws shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, Bylaws, agreement, vote of stockholders or Disinterested Directors or otherwise. No repeal or modification of these Bylaws shall in any way diminish or adversely affect the rights of any director, officer, employee or agent of the Corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

(H) If any provision or provisions of this Section 7.6 shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (1) the validity, legality and enforceability of the remaining provisions of this Section 7.6 (including, without limitation, each portion of any paragraph of this Section 7.6 containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (2) to the fullest extent possible, the provisions of this Section 7.6 (including, without limitation, each such portion of any paragraph of this Section 7.6 containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable. If this Section 7.6 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless (1) indemnify each director and officer of the Corporation as to Expenses and liabilities paid in settlement with respect to any Proceeding, including an action by or in the right of the Corporation, and (2) advance Expenses to each director or officer of the Corporation entitled to advancement of expenses under Section 7.6(A)(5) in accordance therewith, in each case, to the fullest extent permitted by any applicable portion of this Section 7.6 that shall not have been invalidated and to the fullest extent permitted by applicable law.

(I) For purposes of this Section 7.6:

(1) " Disinterested Director " means a director of the Corporation who is not and was not a party to the matter in respect of which indemnification is sought.

(2) " Expenses " means all reasonable costs, expenses, fees and charges, including, without limitation, attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with the prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also shall include, without limitation, (i) expenses incurred in connection with any appeal resulting from, incurred by the claimant in connection with, arising out of, or in respect of or relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, (ii) expenses incurred by the claimant in connection with interpretation, enforcement or defense of such claimant's rights, by litigation or otherwise, (iii) any federal, state, local or foreign taxes imposed on the claimant as a result of the actual or deemed receipt of any payments under these Bylaws, and (iv) any interest, assessments or other changes in respect of the foregoing.

(3) " Independent Counsel " means a law firm of at least 50 attorneys or a member of a law firm of at least 50 attorneys that is experienced in matters of corporate law and that neither is presently nor in the past five years has been retained to represent (i) the Corporation or the claimant or any affiliate thereof in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding

the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant's right to indemnification under these Bylaws.

(4) " Officer " means the Chairman of the Board, Chief Executive Officer, Secretary, Treasurer, any Vice President (as defined in Section 5.1), any other officer elected by the Board, and such other officers as are determined to be entitled to indemnification by resolution of the Board.

(5) " Person " means any individual, corporation, partnership, limited partnership, limited liability company, trust, governmental agency or body or any other legal entity.

(6) " Proceeding " means any threatened, pending or completed action, claim, suit, arbitration, alternate dispute resolution mechanism, form or informal hearing, inquiry or investigation, litigation, administrative hearing or any other actual, threatened or completed judicial, administrative or arbitration proceeding (including, without limitation, any such proceeding under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, or any other federal law, state law, statute or regulation), whether of a civil, criminal, administrative or investigative nature.

(7) " Subject Enterprise " means the Corporation or any of the Corporation's direct or indirect wholly-owned subsidiaries or any other entity, including, but not limited to, another corporation, partnership, limited liability company, employee benefit plan, joint venture, trust or other enterprise for which a person is or was serving as a director, officer, employee, agent or fiduciary at the request of the Corporation.

(J) Any person entitled to indemnification and/or advancement of expenses, in each case pursuant to this Section 7.6 (an " Indemnitee ") may have certain rights to indemnification, advancement and/or insurance provided by one or more Persons with whom or which Indemnitee may be associated (including American Securities). The Corporation hereby acknowledges and agrees that (i) the Corporation shall be the indemnitor of first resort with respect to any Proceeding, Expense, liability or matter that is the subject of this Section 7.6 , (ii) the Corporation shall be primarily liable for all such obligations and any indemnification afforded to an Indemnitee in respect of any Proceeding, Expense, liability or matter that is the subject of this Section 7.6 , whether created by law, organizational or constituent documents, contract or otherwise, (iii) any obligation of any other Persons with whom or which an Indemnitee may be associated (including American Securities) to indemnify such Indemnitee and/or advance Expenses or liabilities to such Indemnitee in respect of any Proceeding shall be secondary to the obligations of the Corporation hereunder, (iv) the Corporation shall be required to indemnify each Indemnitee and advance Expenses to each Indemnitee hereunder to the fullest extent provided herein without regard to any rights such Indemnitee may have against any other Person with whom or which such Indemnitee may be associated (including American Securities) or insurer of any such Person, and (v) the Corporation irrevocably waives, relinquishes and

releases to the fullest extent permitted by law any other Person with whom or which an Indemnitee may be associated (including American Securities) from any claim of contribution, subrogation or any other recovery of any kind in respect of amounts paid by the Corporation hereunder.

SECTION 7.7. Notices . Except as otherwise specifically provided herein or permitted by law, all notices to any stockholder or director shall be in writing and delivered personally or mailed to the stockholders and directors, by depositing such notice in the mails, postage paid, or by sending such notice by commercial courier service, or by facsimile or other electronic transmission, provided that notice to stockholders by electronic transmission shall be given in the manner provided in Section 232 of the DGCL. Any such notice shall be addressed to such stockholder or director at his or her last known address as the same appears on the books of the Corporation. Without limiting the manner by which notice otherwise may be given effectively, notice to any stockholder shall be deemed given: (1) if by facsimile, when directed to a number at which the stockholder has consented to receive notice; (2) if by electronic mail, when directed to an electronic mail address at which the stockholder has consented to receive notice; (3) if by posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; (4) if by any other form of electronic transmission, when directed to the stockholder; and (5) if by mail, when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation.

SECTION 7.8. Facsimile Signatures . In addition to the provisions for use of facsimile signatures elsewhere specifically authorized in these Bylaws and subject to applicable law, facsimile signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board or a committee thereof.

SECTION 7.9. Time Periods . Except as otherwise provided by law, in applying any provision of these Bylaws which require that an act be done or not done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded, and the day of the event shall be included.

SECTION 7.10. Reliance Upon Books, Reports and Records . Each director and each member of any committee designated by the Board shall, in the performance of his duties, be fully protected in relying in good faith upon the records of the Corporation and upon information, opinions, reports or statements presented to the Corporation by any of the Corporation's officers or employees, or committees designated by the Board, or by any other person as to the matters the member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

ARTICLE VIII

AMENDMENTS

SECTION 8.1. Amendments . Subject to the provisions of the Corporation's Certificate of Incorporation, these Bylaws may be amended, altered or repealed (a) prior to the Trigger Date, by the stockholders upon the affirmative vote of the holders of at least a majority in voting power of the outstanding shares of stock of the Corporation entitled to vote thereon, and (b) on and after the Trigger Date, (i) at any regular or special meeting of the stockholders upon the affirmative vote of the holders of at least 66 2/3% in voting power of the outstanding shares of stock of the Corporation entitled to vote thereon or (ii) by resolution adopted by a majority of the directors.

Notwithstanding anything to the contrary set forth herein, neither Sections 3.9 and 3.10 of these Bylaws nor this Section 8.1 shall be amended, altered or repealed by the stockholders, and no provision of these Bylaws inconsistent therewith shall be adopted by the stockholders, without (in addition to any other vote required by the Certificate of Incorporation, these Bylaws or applicable law) (a) prior to the Trigger Date, the affirmative vote of the holders of at least a majority in voting power of the outstanding shares of stock of the Corporation entitled to vote thereon and (b) on and after the Trigger Date, at any regular or special meeting of the stockholders upon the affirmative vote of the holders of a majority in voting power of at least 66 2/3% of the outstanding shares of stock of the Corporation entitled to vote thereon.

Notwithstanding the foregoing, no amendment, alteration or repeal of Section 7.6 shall adversely affect any right or protection existing under these Bylaws immediately prior to such amendment, alteration or repeal, including any right or protection of a present or former director or officer thereunder in respect of any act or omission occurring prior to the time of such amendment.

Exhibit 5.1

Vinson&Elkins

September 18, 2014

FMSA Holdings Inc.
8834 Mayfield Road
Chesterland, Ohio 44026

RE: Registration Statement on Form S-1

Ladies and Gentlemen:

We have acted as counsel for FMSA Holdings Inc., a Delaware corporation (the " Company "), in connection with the proposed offer and sale (the " Offering ") by the selling stockholders (the " Selling Stockholders "), pursuant to a prospectus forming a part of a Registration Statement on Form S-1, (such Registration Statement, as amended at the effective date thereof, being referred to herein as the " Registration Statement "), of up to 51,175,000 shares of common stock, par value $0.01 per share, of the Company (the " Common Shares ").

In connection with this opinion, we have assumed that (i) the Registration Statement, and any amendments thereto (including post-effective amendments), will have become effective, (ii) the Common Shares will be sold in the manner described in the Registration Statement and the prospectus relating thereto, and (iii) a definitive underwriting agreement, in the form filed as an exhibit to the Registration Statement, with respect to the sale of the Common Shares will have been duly authorized and validly executed and delivered by the Company and the other parties thereto.

In connection with the opinion expressed herein, we have examined, among other things, (i) the form of amended and restated Certificate of Incorporation of the Company and the form of amended and restated Bylaws of the Company, (ii) the records of corporate proceedings that have occurred prior to the date hereof with respect to the Offering, (iii) the Registration Statement and (iv) the form of underwriting agreement filed as an exhibit to the Registration Statement. We have also reviewed such questions of law as we have deemed necessary or appropriate. As to matters of fact relevant to the opinion expressed herein, and as to factual matters arising in connection with our examination of corporate documents, records and other documents and writings, we relied upon certificates and other communications of corporate officers of the Company, without further investigation as to the facts set forth therein.

Based upon the foregoing, we are of the opinion that with respect to the Common Shares proposed to be sold by the Selling Stockholders, such Common Shares are validly issued, fully paid and nonassessable.

The foregoing opinions are limited in all respects to the General Corporation Law of the State of Delaware (including the applicable provisions of the Delaware Constitution and the reported judicial decisions interpreting these laws) and the federal laws of the United States of America, and we do not express any opinions as to the laws of any other jurisdiction.

V&E

We hereby consent to the statements with respect to us under the heading “Legal Matters” in the prospectus forming a part of the Registration Statement and to the filing of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, and the rules and regulations thereunder.

Very truly yours,
/s/ Vinson & Elkins L.L.P.
Vinson & Elkins L.L.P.

Exhibit 10.6

FORM OF FOURTH AMENDED AND RESTATED

STOCKHOLDERS' AGREEMENT

OF

FMSA HOLDINGS INC.

Dated: [•], 2014

TABLE OF CONTENTS

FOURTH AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT

THIS FOURTH AMENDED AND RESTATED STOCKHOLDERS' AGREEMENT (this " Agreement ") is effective as of the [•] day of [•], 2014, by and among FMSA Holdings Inc., a Delaware corporation (hereinafter referred to as the " Company "), each of the Persons, other than the Company, whose names appear on Schedule I hereto, and each other Person hereafter becoming a party to this Agreement in accordance with the terms hereof or otherwise (all such Persons being hereinafter referred to individually as a " Stockholder " and collectively as the " Stockholders ").

RECITALS

The Company and its stockholders at such time entered into a Third Amended and Restated Stockholders Agreement dated as of August 5, 2010 which the Stockholders now desire to amend and restate.

In consideration of the foregoing premises and mutual covenants contained herein, the parties hereby agree that all of the Shares (as defined below) shall be held subject to the provisions hereinafter set forth.

ARTICLE 1. AMENDMENT AND RESTATEMENT

The Third Amended and Restated Stockholders Agreement dated as of August 5, 2010 by and among the Company and its stockholders is hereby amended and restated in its entirety as set forth herein.

ARTICLE 2. DEFINITIONS

When used in this Agreement, the following terms in all of their tenses, cases and correlative forms shall have the meanings assigned to them in this Article 2 or elsewhere in as indicated in this Article 2:

" Affiliate " means a Person that (a) is controlled by, (b) controls, or (c) is under common control with, the subject Person. For the purposes of this definition, the terms "controlled by", "controls" or "under common control" means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of the subject Person.

" Agreement " means this Fourth Amended and Restated Stockholders' Agreement, as the same may be amended from time to time.

" Amendment " is defined in Section 6.5.

" AS Group " means ASP FML Holdings, LLC, a Delaware limited liability company, and its Affiliates.

" Blackout Period " means any of the following:

(a) if the Board of Directors determines in good faith that (i) the registration or offering of Registrable Securities at that time would require the disclosure of material, non-public information and (ii) the disclosure of such information would be materially detrimental to the Company because such action would (A) materially interfere with the Company's ability to effect a material proposed acquisition, disposition, financing, reorganization, recapitalization or similar transaction involving the Company, (B) require premature disclosure of material, non-public information that the Company has a bona fide business purpose for preserving as confidential or (C) render the Company unable to comply with requirements under the Securities Act or Exchange Act, then a period of up to 30 calendar days following such determination;

(b) if the Company has notified the Stockholders in accordance with the requirements of this Agreement that it is amending or supplementing any Registration Statement or Prospectus in accordance with the terms of this Agreement, then a reasonable period of time, not to exceed 10 days, for the Company to complete such update; and

(c) any regular quarterly "black-out" period during which all directors and executive officers of the Company are not permitted to trade under the insider trading policy of the Company then in effect;

provided that , in any case, the total Blackout Period in any 12-month period cannot exceed 30 days.

" Board of Directors ", " Board " and " Directors " means the Board of Directors of the Company.

" Business Day " means a day other than a Saturday, Sunday or other day on which commercial banks in Cleveland, Ohio or New York, New York are authorized or required by law to close.

" Code " means the United States Internal Revenue Code of 1986, as amended, or any successor statute thereto, and the regulations promulgated thereunder.

" Company " means FMSA Holdings Inc., a Delaware corporation, and its successors.

" Common Stock " means common stock $0.01 per share, without par value, of the Company.

" Exchange Act " means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, which shall be in effect from time to time.

" Form S-3 " is defined in Section 4.1(a).

" Holder " is defined in Section 4.4(a).

" Indemnified Parties " is defined in Section 4.5(a).

" Losses " is defined in Section 4.5(e).

" Major Stockholder " means each Stockholder listed on Schedule II, in each case so long as such Stockholder, together with its Affiliates, holds at least ten percent (10%) of the aggregate outstanding Common Stock.

" NASD " means National Association of Securities Dealers.

" Non-AS Stockholder " means any Stockholder that is not a member of the AS Group.

" Offering Request " is defined in Section 4.2(a).

" Permitted Beneficiary " is defined in Section 6.3.

" Person " means an individual, a corporation, a limited liability company, an association, a joint-stock company, a business trust or other similar organization, a partnership, a joint venture, a trust, an unincorporated organization, a government or any agency, instrumentality or political subdivision of a government.

" Prospectus " means the prospectus or prospectuses included in any Registration Statement, as amended or supplemented by any prospectus supplement or "free writing prospectus" (as defined in Rule 405 of the Securities Act) with respect to the terms of the offering of any Common Stock covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

" Registration Request " is defined in Section 4.2(a).

" Registrable Securities " means all Shares now owned or subsequently acquired by the Stockholders, including Shares issuable upon exercise of stock options, warrants or similar rights. Any Registrable Security will cease to be a Registrable Security when (a) a registration statement covering such Registrable Security has been declared effective by the SEC and it has been disposed of pursuant to such effective registration statement, (b) it is sold under circumstances in which all of the applicable conditions of Rule 144 (or any successor rule thereto or any complementary rule thereto (such as Rule 144A)) promulgated under the Securities Act are met, (c) such Registrable Security may be offered and sold pursuant to Rule 144 or Rule 145 (or any similar provision then in effect) promulgated under the Securities Act in a single transaction or series of transactions over a 90-day period, in each case, without limitation on volume, or (d) it has been otherwise transferred, the Company has delivered a new certificate or other evidence of ownership for it not bearing any restrictive legend and it may be resold without subsequent registration or limitation under the Securities Act.

The terms " register ", " registered " and " registration " refer to a registration effected by preparing and filing a Registration Statement in compliance with the Securities Act and the declaration or ordering of effectiveness of such Registration Statement.

" Registration Statement " means any registration statement of the Company which covers any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all materials incorporated by reference in such Registration Statement.

" SEC " means the United States Securities and Exchange Commission or any other federal agency at the time administering the Securities Act and the Exchange Act.

" Securities Act " means the Securities Act of 1933, as amended, and the regulations promulgated thereunder.

" Shares " means and includes: (i) shares of Common Stock; (ii) all other shares of capital stock of the Company of every class and series (whether presently or hereafter authorized or issued); (iii) any shares of capital stock or other securities into which any of the stock described in the foregoing clauses (i) and (ii) may have been changed or converted (or for which any such stock may have been exchanged) in connection with any reclassification, recapitalization, merger, consolidation, combination, share exchange or other corporate transaction or event having a similar effect; and (iv) any voting trust certificates representing any of the foregoing, all as may be issued and outstanding as of the time to which reference is made. In the case of Shares which constitute "community property" under applicable law, the term " Shares " includes the community property interest of a Stockholder's spouse in such Shares.

" Shelf Notice " is defined in Section 4.1(b).

" Shelf Notice Date " is defined in Section 4.1(b).

" Shelf Registration Statement " is defined in Section 4.1(a).

" Stockholder " is defined in the preamble to this Agreement.

To " Transfer " means to sell, give, assign, pledge, encumber, bequeath, exchange, dispose of, hypothecate, or otherwise transfer whether by testamentary disposition, survivorship arrangement or otherwise, encumber in any respect, or grant any interest in (whether voluntarily or involuntarily or by operation of law and whether with or without consideration), and specifically includes all transfers upon divorce, in bankruptcy or by way of execution, seizure, or sale by legal process.

"Underwriting Request" is defined in Section 4.2(a).

ARTICLE 3. RESTRICTIONS ON TRANSFER

3.1 Securities Act Legend . The Shares have not been registered under the Securities Act, and may not be Transferred except in compliance therewith. Each Stockholder acknowledges and agrees that the Shares may not be Transferred except after compliance with the provisions of a legend in substantially the following form, which shall be placed on each certificate or other instrument representing Shares:

> The securities represented hereby have not been registered under the Securities Act of 1933, as amended (the " Act "), or any state securities laws, and may not be sold, transferred or otherwise disposed of unless a registration statement under the Act and any applicable state securities laws with respect to such securities has become effective or unless the holder hereof establishes to the satisfaction of the issuer hereof that an exemption from such registration is available.

3.2 Placement of Restrictive Legends . All certificates or other instruments representing Shares hereafter issued to any Stockholder during the term of this Agreement shall bear the legend set forth in Section 3.1, and such other legends, if any, as are appropriate in the judgment of the Company except for any certificates or other instruments representing Shares which are released from the restrictions hereof pursuant to the provisions herein.

3.3 Removal of Restrictive Legend . If, for any reason, any of the Shares are no longer subject to the provisions of Section 3.1, the Company shall promptly issue a new certificate or other applicable instrument for such Shares without the legend set forth in Section 3.1 upon the request of the record owner thereof and the surrender to the Company of the certificate or other instrument containing such legend; provided, at the Company's request, the Stockholder shall provide an opinion of counsel confirming that the legend may be removed under applicable securities laws.

ARTICLE 4. REGISTRATION RIGHTS

4.1 Shelf Registration Statement .

(a) Subject to Section 4.1(d), and further subject to the availability of a registration statement on Form S-3 or any successor form thereto (" Form S-3 ") to the Company, as soon as practicable after it is initially eligible to do so, the Company shall file, and use its reasonable best efforts to cause to be declared effective by the SEC as soon as reasonably practicable after such filing date, a Form S-3 providing for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act relating to the offer and sale, from time to time, of the Registrable Securities owned by the Stockholders and their respective Affiliates in accordance with the plan and method of distribution set forth in the prospectus included in such Form S-3 (a " Shelf Registration Statement ").

(b) On a day (the " Shelf Notice Date ") that is at least twenty (20) Business Days prior to the date on which the Company anticipates filing a Shelf Registration Statement, the Company will deliver written notice (the " Shelf Notice ") thereof to each Stockholder that holds Registrable Securities as of the Shelf Notice Date. Each Stockholder will have the right to include its Registrable Securities and the Registrable Securities of its Affiliates in the Shelf Registration Statement by delivering to the Company a written request to so include such Registrable Securities within ten (10) calendar days after the Shelf Notice is received by any such Stockholder.

(c) Subject to Section 4.1(d), the Company shall use its reasonable best efforts to keep the Shelf Registration Statement continuously effective (including by filing any necessary post-effective amendments to such Shelf Registration Statement or one or more successor Shelf Registration Statements) until the date on which all Registrable Securities covered by the Shelf Registration Statement have been sold thereunder in accordance with the plan and method of distribution disclosed in the prospectus included in the Shelf Registration Statement, or otherwise cease to be Registrable Securities.

(d) Notwithstanding anything to the contrary contained in this Agreement, the Company shall be entitled, from time to time, by providing written notice to the Stockholders who elected to participate in the Shelf Registration Statement (which notice shall provide reasonable detail regarding the basis for the Blackout Period), to require such Stockholders and their respective Affiliates to suspend the use of the prospectus for sales of Registrable Securities under the Shelf Registration Statement during any Blackout Period. After the expiration of any Blackout Period and without any further request from a Stockholder, the Company shall immediately notify all such Stockholders and, to the extent necessary, shall as promptly as practicable prepare a post-effective amendment or supplement to the Shelf Registration Statement or the prospectus, or any document incorporated therein by reference, or file any other required document so that, as thereafter delivered to purchasers of the Registrable Securities included therein, the prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4.2 Demand Registration Rights.

(a) *General* . If the Company shall receive from any Major Stockholder a written request (an " Offering Request ") (i) that the Company file a registration statement with respect to any Registrable Securities of such Major Stockholder or its Affiliates (a " Registration Request ") or (ii) in the event that a Shelf Registration Statement covering such Registrable Securities is already effective, that the Company engage in an underwritten offering (an " Underwriting Request ") in respect of such Major Stockholder's Registrable Securities, then the Company shall, within one (1) Business Day of the receipt thereof, give written notice of such request to all Major Stockholders, and the Company and the Major Stockholders shall comply with the notice and participation procedures set forth in Section 4.3. Subject to the other terms of this Section 4.2, the Company shall use its reasonable best efforts to effect, as soon as

practicable, the registration under the Securities Act of the resale of all Registrable Securities that the Major Stockholders request to be registered in any Registration Request and/or the underwritten offering of all Registrable Securities that the Major Stockholders request to be offered pursuant to any Underwriting Request. With respect to any Registration Request, the Company shall use its reasonable best efforts to cause any related Registration Statement to be declared effective under the Securities Act as promptly as practicable after the filing thereof and to keep such Registration Statement effective until the participating Major Stockholder or Major Stockholders and their respective Affiliates, as the case may be, have completed the distribution described in such Registration Statement. Any Major Stockholder exercising its rights in accordance with this Section 4.2 may request that the Company register the resale or effect an offering of such Registrable Securities on an appropriate form, including a Shelf Registration Statement (so long as the Company is eligible to use Form S-3). The Company's obligations pursuant to this Section 4.2 shall be subject to the following limitations and conditions:

(i) the Company shall not be required to comply with any Offering Request that is received within ninety (90) calendar days after the closing of any underwritten offering effected by one or more Major Stockholders or the Company;

(ii) the Company shall not be required to comply with any Offering Request where the anticipated aggregate offering price of all Registrable Securities requested to be registered or offered by the Major Stockholder (together with any related requests of other Major Stockholders) is less than fifty million dollars ($50,000,000), unless the remaining Registrable Securities of the Major Stockholder, together with the remaining Registrable Securities of its Affiliates, have an aggregate value less than such amount, in which case such Major Stockholder may make a single and final request with respect to the remaining Registrable Securities of itself and its Affiliates;

(iii) the Company shall not be required to comply with any Offering Request, and may suspend its obligations under this Section 4.2, as applicable, for the duration of any applicable Blackout Period, following its delivery of written notice thereof to the Major Stockholders;

(iv) the Company shall not be required to comply with any Registration Request at any time that the Shelf Registration Statement is effective; and

(v) the Company shall be entitled to postpone any Offering Request if, in the good faith determination of the Board of Directors, it is not feasible for the Company to proceed with the Offering Request because audited or pro forma financial statements that are required by the Securities Act to be included in any related registration statement or prospectus are then unavailable, until such time as such financial statements are completed or obtained by the Company, provided that the Company shall use its reasonable best efforts to complete or obtain such financial statements as promptly as practicable.

(b) Demand Procedures.

(i) Any Offering Request shall specify: (i) the approximate aggregate number of Registrable Securities requested to be registered or offered for sale in such Offering Request, (ii) the intended method of disposition in connection with such Offering Request, to the extent then known and (iii) the identity of the Major Stockholder or Major Stockholders making such Offering Request.

(ii) In connection with any Offering Request, the Major Stockholder(s) making such Offering Request and Company management shall jointly participate in the process of selecting the investment banking firms that will serve as lead and co-managing underwriters with respect to such underwritten offering. In addition, the Company (together with all Holders proposing to distribute their securities through such underwriting) shall enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwritten offering. Notwithstanding any other provision of this Section 4.2, if the managing underwriter(s) advise the Major Stockholder(s) in writing that marketing factors require a limitation of the number of shares to be underwritten in a Major Stockholder-initiated registration or offering, the Company shall so advise all Major Stockholders that own Registrable Securities or whose Affiliates own Registrable Securities, that, in any such case, would otherwise be underwritten pursuant hereto, and the number of shares of Registrable Securities that may be included in the registration and underwriting shall be allocated as follows:

(A) first , among all Major Stockholders and their respective Affiliates, as the case may be, in proportion, as nearly as practicable, to the respective amounts of Registrable Securities requested by such Major Stockholders to be included in the registration or underwritten offering;

(B) second , to the Company; and

(C) third , if there remains availability for additional securities to be included in such registration or underwritten offering, among any other Persons who have been granted registration rights, and have validly requested participation in such registration or underwritten offering, in proportion, as nearly as practicable, to the respective amounts of additional securities of such other Persons to be included in the registration or underwritten offering.

To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Major Stockholder or its Affiliates, as applicable, to the nearest 100 shares.

(iii) For purposes of this Section 4.2, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provision in Section 4.2(b)(ii), fewer than fifty percent (50%) of the total number of Registrable Securities that Major Stockholders have requested to be included in such registration statement are actually included.

4.3 Piggyback Rights .

(a) *General* . If, at any time or from time to time after the date hereof, the Company proposes to register the sale of any of its securities or conduct an offering of registered securities for its own account or for the account of any third Person (including any Major Stockholder(s) or its Affiliate(s) pursuant to this Agreement) on a form which would permit the registration or offering of Registrable Securities (other than (a) pursuant to a registration

statement on Form S-8 or S-4 or any similar or successor form, (b) in connection with a registration the primary purpose of which is to register debt securities (*i.e.* , in connection with a so-called "equity kicker") or (c) in connection with a public offering by the Company in which the Company has received the prior written consent of Stockholders holding in the aggregate a majority of the number of Registrable Securities held by Stockholders other than Major Stockholders that no Registrable Securities will be included in such public offering), except as otherwise provided herein, the Company will:

(i) promptly give written notice thereof to each Stockholder that owns Registrable Securities with a gross anticipated offering price equal to or greater than five million dollars ($5,000,000) and would otherwise be entitled to exercise piggyback or participation rights in accordance with Section 4.3(d); provided that any Stockholder may deliver written notice (an " Opt-Out Notice ") to the Company requesting that such Stockholder not receive notice from the Company of any proposed registration or offering; provided further that following receipt of an Opt-Out Notice from a Stockholder (unless subsequently revoked by such Stockholder in writing), the Company shall not be required to deliver any notice pursuant to this Section 4.3(a)(i) and such Stockholder shall no longer be entitled to participate in any registration or offering conducted pursuant to this Section 4.3; and

(ii) include in such registration or offering, all the Registrable Securities specified in a written request or requests, made within seven (7) calendar days after delivery of such written notice from the Company, by any Stockholders (except that (A) if the managing underwriter(s) or the Person initiating the registration or offering determine that marketing factors require a shorter time period and so inform each Stockholder in the applicable written notice, such written request or requests must be made within three (3) calendar days and (B) in the case of an "overnight" offering or a "bought deal," such written request or requests must be made within one (1) Business Day), in any case subject to the requirements of Section 4.2(b) or Section 4.3(b), as applicable, including without limitation the priorities set forth therein; provided , however , that the Company may withdraw any registration or offering initiated by the Company at any time before any related registration statement becomes effective, or postpone or terminate any offering of securities under such registration statement initiated by the Company, without obligation or liability to any Stockholder. The Company shall not have to provide notice of any new registration of securities proposed by the Company to the extent the Registrable Securities of the Stockholders are already included in an effective Shelf Registration Statement. Additionally, the Company shall not have to provide notice of any registration of securities proposed by the Company to any Stockholder to the extent such Stockholder does not hold a sufficient number of Registrable Securities to meet the minimum participation level set forth in Section 4.3(d) of this Agreement. The absence of any requirement to provide such notice shall have no effect on the rights of any Stockholder to participate in any offering following such registration in accordance with the terms of this Agreement.

(b) *Underwriting* . Notwithstanding any other provision of this Section 4.3, if the managing underwriter(s) determine that marketing factors require a limitation of the number of shares to be underwritten in a Company-initiated registration or offering, the Company shall so advise all Holders whose securities would otherwise be registered or offered pursuant hereto, and the number of shares of Registrable Securities that may be included in the registration or underwritten offering shall be so limited and, except as otherwise provided herein, shall be allocated as follows:

(i) first , to the Company;

(ii) second , if there remains additional availability for additional Registrable Securities to be included in such registration or underwritten offering, among all Holders in proportion, as nearly as practicable, to the respective amounts of Registrable Securities requested by such Holders to be included in the registration or underwritten offering; and

(iii) third , if there remains availability for additional securities to be included in such registration or underwritten offering, *pro rata* among any other Persons who have been granted registration rights, and have validly requested participation in such registration or underwritten offering, in proportion, as nearly as practicable, to the respective amounts of additional securities of such other Persons to be included in the registration or underwritten offering.

(c) *Withdrawal* . If any Holder disapproves of the terms of any underwriting related to any underwritten offering effected pursuant to Section 4.2 or this Section 4.3, the Holder may elect to withdraw therefrom by written notice to the Company and the managing underwriter (s). If by the withdrawal of such Registrable Securities a greater number of shares of Registrable Securities held by other Holders may be included in such registration (up to the maximum of any limitation imposed by the managing underwriter(s)), then the Company shall offer to all Holders who have included Registrable Securities in the registration or underwritten offering the right to include additional shares of Registrable Securities in the same proportion used in determining the participation limitation in Section 4.2(b) or Section 4.3(b).

(d) *Minimum Participation Level; Stockholders Declining to Participate in Shelf Registration* . To the extent a Stockholder has Registrable Securities included in an effective Shelf Registration Statement, such Stockholder may not exercise its piggyback or participation rights pursuant to this Section 4.3 unless such Stockholder requests the inclusion of Registrable Securities in the applicable registration or underwritten offering with a gross anticipated offering price that is equal to or greater than five million dollars ($5,000,000). In addition, no Stockholder who has been offered but has declined the opportunity to include such Stockholder's Registrable Securities in a Shelf Registration Statement will be entitled to receive any notices under this agreement or exercise piggyback or participation rights pursuant to this Section 4.3.

4.4 Other Registration-Related Matters .

(a) The Company may require any Stockholder that owns Shares that are included, or that such Stockholder has requested to be included, in a registration or offering in accordance with this Agreement (each a " Holder ") to furnish to the Company in writing such information regarding such Holder and the distribution of the Shares which are included in a public offering as may from time to time reasonably be requested in writing in order to comply with the Securities Act; provided , however , that under no circumstances will any Holder be obligated to make representations or provide indemnities except with respect to information reasonably required with respect to itself, the securities proposed to be sold by it and the intended method of disposition of such securities by such Holder, or such other representations as required by law.

(b) The Company will pay all expenses in connection with each registration or proposed registration of Registrable Securities pursuant to Article 4 and the reasonable fees and expenses of one counsel for all Holders selected by the Holders of the majority of the Registrable Securities included by such Holders in such registration. Notwithstanding the foregoing, (y) the fees or expenses of any other counsel to the Holders or of any other expert hired directly by the Holders will be the sole responsibility of the Holders and (z) the Holders will be responsible for their respective pro rata portion (determined by reference to the number of shares included in the applicable registration) of all underwriting discounts and commissions and transfer taxes.

(c) Whenever required under Article 4 to use its reasonable best efforts to effect the registration of any Registrable Securities, the Company shall:

(i) subject to Article 4, prepare and file with the SEC a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective;

(ii) other than in the case of a Shelf Registration, prepare and file with the SEC such amendments, post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective until all of such Registrable Securities have been disposed of and to comply with the provisions of the Securities Act with respect to the disposition of such Registrable Securities in accordance with the intended methods of disposition set forth in such Registration Statement;

(iii) before filing any registration statement or prospectus, or any amendments or supplements thereto, in connection with any registration or proposed registration of Registrable Securities pursuant to Article 4, will furnish to counsel for the Holders copies of all documents proposed to be filed, which documents shall be subject to the review, comment and approval of such counsel;

(iv) notify each Holder of Registrable Securities, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement to any Prospectus forming a part of such Registration Statement has been filed;

(v) furnish to each Holder such number of copies of the applicable Registration Statement and of each amendment or supplement thereto (in each case including all exhibits and documents incorporated by reference therein), such number of copies of the Prospectus included in such Registration Statement (including each preliminary prospectus and summary prospectus), in conformity with the requirements of the Securities Act, and such other documents as such Holder may reasonably request in order to facilitate the disposition of Registrable Securities by such Holder;

(vi) use all reasonable efforts to register or qualify Registrable Securities covered by a Registration Statement under such other securities or blue sky laws of such jurisdictions as each Holder reasonably requests, and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holder to consummate the disposition in such jurisdictions of the Registrable Securities owned by such Holder, except that the Company will not for any such purpose be required to qualify generally to do business as a foreign corporation in any jurisdiction where, but for the requirements of this Section 4.4(c), it would not be obligated to be so qualified, to subject itself to taxation in any such jurisdiction, or to consent to general service of process in any such jurisdiction;

(vii) use all reasonable efforts to cause the Registrable Securities covered by a Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to enable the Holder thereof to consummate the disposition thereof;

(viii) provide a transfer agent and registrar (which may be the same entity) for all such Registrable Securities not later than the effective date of such registration;

(ix) notify each Holder of Registrable Securities covered by a Registration Statement, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, promptly after the Company becomes aware that the Prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and at the request of any such Holder, prepare and furnish to such Holder a reasonable number of copies of an amended or supplemental Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such Registrable Securities, such prospectus will not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(x) enter into such customary agreements (including an underwriting agreement in customary form) and take such other actions as Holders of a majority of Registrable Securities covered by a Registration Statement or the underwriters, if any, reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making appropriate officers of the Company available to participate in “road show” and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Registrable Securities);

(xi) make available for inspection by any Holder of Registrable Securities covered by a Registration Statement, by any underwriter participating in any disposition to be effected pursuant to such Registration Statement and by any attorney, accountant or other agent retained by any such Holder or any underwriter, all pertinent financial and other records, pertinent corporate documents and properties of the Company, and cause all of the Company’s officers, directors and employees to supply all information reasonably requested by any such Holder, underwriter, attorney, accountant or agent in connection with such Registration Statement;

(xii) furnish to each Holder of Registrable Securities and each underwriter, if any, with (i) a legal opinion of the Company's outside counsel, dated the effective date of such Registration Statement (and, if such registration includes an underwritten public offering, dated the date of the closing under the underwriting agreement), in form and substance as is customarily given in opinions of the Company's counsel to underwriters in underwritten public offerings including a standard "10b-5" opinion for such offering; (ii) a "comfort" letter signed by the Company's independent certified public accountants in form and substance as is customarily given in accountants' letters to underwriters in underwritten public offerings; and (iii) a standard officer's certificate from the chief executive officer or chief financial officer, or other senior officers serving such functions of the Company addressed to the Holder;

(xiii) use its reasonable best efforts to list such Registrable Securities on any securities exchange on which the Common Stock is then listed if such Registrable Securities are not already so listed and if such listing is then permitted under the rules of such exchange;

(xiv) notify the Holders of Registrable Securities promptly of any request by the SEC for the amending or supplementing of such Registration Statement or Prospectus or for additional information;

(xv) advise the Holders of Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued;

(xvi) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission and make available to its stockholders an earnings statement (in a form that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder) no later than thirty (30) days after the end of the 12-month period beginning with the first day of the Company's first full fiscal quarter after the effective date of such Registration Statement, which earnings statement shall cover said 12-month period, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-Q, 10-K and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act; and

(xvii) otherwise use its reasonable best efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby.

(d) If any Registration Statement refers to any Holder by name or otherwise as the Holder of any securities of the Company and if in its sole and exclusive judgment such Holder is or might be deemed to be an underwriter or a controlling person of the Company, such Holder shall have the right to require (i) the insertion therein of language, in form and substance satisfactory to such Holder and presented to the Company in writing, to the effect that the holding by such Holder of such securities is not to be construed as a recommendation by such Holder of the investment quality of the Company's securities covered thereby and that such holding does not imply that such Holder shall assist in meeting any future financial requirements of the Company, or (ii) in the event that such reference to such Holder by name or otherwise is not required by the Securities Act or any similar federal statute then in force, the deletion of the reference to such Holder.

(e) In the event that any Holder could reasonably be deemed to be an "underwriter" (as defined in Section 2(a)(11) of the Securities Act) in connection with such Registration Statement and any amendment or supplement thereof, reasonably cooperate with such Holder in allowing such Holder to conduct customary "underwriter's due diligence" with respect to the Company and satisfy the Holder's obligations in respect thereof.

(f) Each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 4.4(c)(ix), such Holder will forthwith discontinue disposition of securities pursuant to the Registration Statement covering such Registrable Securities until such Holder's receipt of the copies of the amended or supplemented Prospectus contemplated by Section 4.4(c)(ix) and, if so directed by the Company, such Holder will deliver to the Company (at the Company's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Company gives any such notice, the period for which the Company will be required to keep the registration statement effective will be extended by the number of days during the period from and including the date of the giving of such notice pursuant to Section 4.4(c)(ix) to and including the date when each Holder has received the copies of the supplemented or amended prospectus contemplated by Section 4.4(c)(ix).

(g) Each Stockholder, other than the AS Group, who, along with its Affiliates, holds Registrable Securities in amount greater than the amount specified in Section 4.3(a)(i) shall agree in connection with any Underwritten Offering not to effect any sale, disposition or distribution of Registrable Securities or other equity securities of the Company during the 90-day period beginning on the date a prospectus or prospectus supplement relating to the such underwritten offering is filed with under the Securities Act, provided that (i) the duration of the foregoing restrictions shall be no longer than the duration of the shortest restriction generally imposed by the underwriters on the Company or the officers, directors or any other equityholder of the Company on whom a restriction is imposed and (ii) the restrictions set forth in this Section 4.4(g) shall not apply to any Registrable Securities that are included in such underwritten offering.

4.5 Indemnification .

(a) Indemnification by the Company. In the event of any registration of any securities of the Company under the Securities Act pursuant to Article 4, the Company hereby agrees to indemnify and hold harmless, to the extent permitted by law, each Holder of Registrable Securities covered by such Registration Statement, each Affiliate of such Holder and their respective directors and officers, general and limited partners or members and managing members (and the directors, officers, affiliates and controlling Persons thereof), and each other Person, if any, who controls such Holder within the meaning of the Securities Act (collectively, the " Indemnified Parties "), against any and all losses, claims, damages or liabilities, joint or several, and expenses to which such Indemnified Party may become subject under the Securities

Act, common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof, whether or not such Indemnified Party is a party thereto) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in any Registration Statement under which such securities were registered under the Securities Act, any Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 promulgated under the Securities Act) or any amendment thereof or supplement thereto, (ii) any omission or alleged omission to state therein 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; and the Company will reimburse such Indemnified Party for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such loss, claim, liability, action or proceeding; provided , that the Company will not be liable to any Indemnified Party in any such case to the extent that any such loss, claim, damage, liability (or action or proceeding in respect thereof) or expense arises out of or is based upon any untrue statement or alleged untrue statement or omission or alleged omission made in such Registration Statement, in any such Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 promulgated under the Securities Act) or any amendment thereof or supplement thereto, in reliance upon and in conformity with written information with respect to such Indemnified Party furnished to the Company by such Indemnified Party for use in the preparation thereof. Such indemnity will remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any Indemnified Party and will survive the Transfer of such securities by such Holder.

(b) Indemnification by the Holders . The Company may require, as a condition to including any Registrable Securities in any registration statement filed in accordance with Article 4, that the Company shall have received an undertaking reasonably satisfactory to it from the Holder of such Registrable Securities to indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 4.5(a)) the Company, all other Holders and any prospective underwriter, as the case may be, and any of their respective Affiliates, directors, officers, general and limited partners, members and managing members and controlling Persons, with respect to any statement or alleged statement in or omission or alleged omission from such Registration Statement, any Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 promulgated under the Securities Act) or any amendment thereof or supplement thereto, if such statement or alleged statement or omission or alleged omission was made in reliance upon and in conformity with written information with respect to such Holder furnished to the Company by such Holder expressly for use in the preparation of such Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 promulgated under the Securities Act) or any amendment thereof or supplement thereto, or a document incorporated by reference into any of the foregoing; provided , however , that each Holder's obligation to indemnify hereunder shall be several, not joint and several, and each Holder's aggregate liability hereunder and under Section 4.5(e) with respect to any particular registration shall be limited to an amount equal to the net proceeds received by such Holder from the Registrable Securities sold by such Holder in such registration. Such indemnity will remain in full force and effect regardless of any investigation made by or on behalf of the Company or any of the Holders, or any of their respective affiliates, directors, officers or controlling Persons and will survive the Transfer of such securities by such Holder.

(c) Notices of Claims, Etc . Promptly after receipt by an Indemnified Party hereunder of written notice of the commencement of any action or proceeding with respect to which a claim for indemnification may be made pursuant to this Section 4.5 such Indemnified Party will, if a claim in respect thereof is to be made against an Indemnifying Party, give written notice to the latter of the commencement of such action; provided , that the failure of the Indemnified Party to give notice as provided herein will not relieve the indemnifying party of its obligations under Section 4.5(a) or 4.5(b), except to the extent that the indemnifying party is actually prejudiced by such failure to give notice. In case any such action is brought against an Indemnified Party, unless in such Indemnified Party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist in respect of such claim, the indemnifying party will be entitled to participate in and to assume the defense thereof, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such Indemnified Party, and after notice from the indemnifying party to such Indemnified Party of its election so to assume the defense thereof, the indemnifying party will not be liable to such Indemnified Party for any legal or other expenses subsequently incurred by the latter in connection with the defense thereof other than reasonable costs of investigation. If, in such Indemnified Party's reasonable judgment, having common counsel would result in a conflict of interest, between the interests of such indemnified and indemnifying parties, then such Indemnified Party may employ separate counsel reasonably acceptable to the indemnifying party to represent or defend such Indemnified Party in such action, it being understood, however, that the indemnifying party will not be liable for the reasonable fees and expenses of more than one separate firm of attorneys at any time for all such Indemnified Parties (and not more than one separate firm of local counsel at any time for all such Indemnified Parties) in such action. No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect of such claims or litigation. No Indemnified Party will consent to entry of any judgment or enter into any settlement without the consent of the indemnifying party (which will not be unreasonably withheld).

(d) Other Indemnification . Indemnification similar to that specified in this Section 4.5 (with appropriate modifications) will be given by the Company and each Holder of Registrable Securities with respect to any required registration or other qualification of securities under any federal or state law or regulation or governmental authority other than the Securities Act.

(e) Contribution . In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in this Section 4.5 is unavailable to an Indemnified Party, the indemnifying party shall contribute to the aggregate losses, damages, liabilities and expenses (collectively, " Losses ") of the nature contemplated by such indemnity agreement incurred by any Indemnified Party, (i) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the Indemnified Parties on the other, in connection with the statements or omissions which resulted in such Losses or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such

proportion as is appropriate to reflect not only the relative fault of but also the relative benefits to the Company on the one hard and each such Indemnified Party on the other, in connection with the statements or omissions which resulted in such Losses, as well as any other relevant equitable considerations. The relative benefits to the indemnifying party and the Indemnified Party shall be determined by reference to, among other things, the total proceeds received by the indemnifying party and the Indemnified Party in connection with the offering to which such losses relate. The relative fault of the indemnifying party and the Indemnified Party shall be determined by reference to, among other things, whether the action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, has been made by, or related to information supplied by, the indemnifying party or the Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action. The parties hereto agree that it would be not be just or equitable if contribution pursuant to this Section 4.5(e) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section 4.5(e), the aggregate liability of any indemnifying party under this Section 4.5(e) and Section 4.5(b) shall be limited to an amount equal to the amount of net proceeds received by such indemnifying party from sales of the Registrable Securities by such indemnifying party pursuant to the offering that gave rise to such Losses.

4.6 Participation in Underwritten Registrations . No Person may participate in any registration hereunder which is underwritten unless such Person (a) 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 and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements; provided that no holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding such holder, such holder's ownership of its shares of Common Stock to be sold in the offering and such holder's intended method of distribution) or to undertake any indemnification obligations to the Company or the underwriters with respect thereto, except as otherwise provided in Section 4.5.

4.7 Rule 144 Compliance . With a view to making available to Stockholders holding of Registrable Securities the benefits of Rule 144 under the Securities Act and any other rule or regulation of the SEC that may at any time permit a Stockholder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3 (or any successor form), the Company shall:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act, at all times after the effective date of the registration statement filed by the Company for its initial public offering;

(b) use its reasonable best efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, at any time after the Company has become subject to such reporting requirements; and

(c) furnish to any Stockholder so long as such Stockholder owns Registrable Securities, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 under the Securities Act and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed or furnished by the Company as such Stockholder may request in connection with the sale of Registrable Securities without registration.

4.8 Preservation of Rights . The Company shall not (a) grant any registration rights to third parties which are more favorable than or inconsistent with the rights granted hereunder, or (b) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the holders of Registrable Securities in this Agreement, except, in each case, if approved by (i) Stockholders holding in the aggregate a majority of the number of Registrable Securities held by Stockholders and (ii) the AS Group for so long as the AS Group holds at least ten percent (10%) of the aggregate number of outstanding Registrable Securities.

4.9 Termination of Registration Rights . Except with respect to the rights provided for in Section 4.5, no Stockholder shall be entitled to exercise any right provided for in this Article 4 after the date on which such Stockholder no longer holds any Registrable Securities.

ARTICLE 5. TERM OF AGREEMENT

5.1 Termination of this Agreement . This Agreement shall remain in effect until terminated automatically (i) upon the sale of all or substantially all of the assets or equity interests in the Company to a third party whether by merger, consolidation, sale of assets or securities or otherwise, or (ii) upon the cessation of the Company's business and winding up of its affairs. Notwithstanding any termination of this Agreement, however, the provisions of this Agreement shall survive any such termination to the extent necessary for any Person to enforce any right of such Person which accrued hereunder prior to or on account of such termination.

ARTICLE 6. MISCELLANEOUS

6.1 Notices . All notices required to be given or delivered under this Agreement shall be in writing, and shall be given or delivered as follows:

If to the Company, to:

FMSA Holdings Inc.
c/o Fairmount Santrol
8834 Mayfield Road
Chesterland, Ohio 44026
Attention: David Crandall, Esq.
Facsimile: (440) 729-0265
Email: Dave.Crandall@fmsand.com

With copies to (which shall not constitute notice) to:

ASP FML Holdings, LLC
c/o American Securities, LLC
299 Park Avenue, 34th Floor
New York, New York 10171
Attention: Matthew LeBaron and Eric Schondorf, Esq.
Telecopy No.: (212) 697-5524

Kaye Scholer LLP
250 West 55th
New York, New York 10019
Attention: Emanuel Cherney, Esq.
Telecopy No.: (212) 836-8689
Email: emanuel.cherney@kayescholer.com

If to a Stockholder, to the address for such Stockholder as set forth in the records of the Company.

Notices delivered by registered or certified mail or a national overnight air courier service shall be deemed to have been given three business days and one business day, respectively, after the day of registration or documented acceptance by the national overnight air courier service, as the case may be, and in the case of facsimile transmission, E-mail or other form of electronic transmission upon confirmation of receipt of such transmission (either by e-mail or orally). Otherwise, notices shall be deemed to have been given when actually received.

6.2 Further Assurances . From time to time after the date hereof, upon reasonable notice and without further consideration, each Stockholder shall execute and deliver any other document or instrument and shall take any other action as may be necessary in the reasonable discretion of the Board of Directors to give effect to or evidence the provisions of this Agreement.

6.3 Assignment . The rights granted under this Agreement may be assigned (but only with all related obligations) by: (i) a Stockholder to (a) his spouse, his descendants, any religious, charitable or educational organization, a trust of which such Stockholder, or any of these other Persons or entities, or any combination thereof, are primary beneficiaries (such Stockholder, any such other person or entity, and each settlor of the trust, each a " Permitted Beneficiary ") or (b) to any Permitted Beneficiary of such Stockholder that is a trust (determined, for this purpose, as if any settlor of the trust was the Stockholder) or (ii) a member of the AS Group, to (a) any other member of the AS Group, any fund or other entity managed by the same manager as a member of the AS Group, any partner, co-investor, member, manager, stockholder, employee, consultant or director of a member of the AS Group or (b) any transferee of Shares held by such member of the AS Group; conditioned, in each of subsections (i) and (ii), upon the execution and delivery of a joinder agreement, in a form and substance reasonably acceptable to the Company.

6.4 Entire Agreement . This Agreement and the Exhibits hereto constitute the exclusive statement of the agreement of the Company and the Stockholders and supersede all other agreements, oral or written, among or between any of them concerning the subject matter contained herein. All negotiations among or between any of the Company and the Stockholders are superseded by this Agreement, and there are no representations, promises, understandings, or agreements, oral or written, in relation thereto among or between any of them other than those incorporated herein.

6.5 Modification and Waiver . No amendment, modification, or waiver (an " Amendment ") of this Agreement shall be effective unless made in a written instrument which specifically references this Agreement and which is signed by the Company and approved by (i) Stockholders holding in the aggregate a majority of the number of Registrable Securities held by Stockholders and (ii) the AS Group for so long as the AS Group holds at least ten percent (10%) of the aggregate number of outstanding Registrable Securities.

6.6 Governing Law . This Agreement shall be governed by and construed under the laws of the State of Delaware.

6.7 Severability and Reformation . If any provision of this Agreement, or the application thereof to any Person or circumstance should, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In addition, if any of the Transfer restrictions applicable to Shares contained herein should ever be found by a court of competent jurisdiction to be invalid or unenforceable, such court is hereby authorized by the Company and the Stockholders to reform such provision for the purpose of imposing reasonable and enforceable restrictions on the Transfer of Shares so as to carry out the intentions of the Company and the Stockholders in imposing Transfer restrictions designed to ensure unity and continuity in the ownership and control of the Company and to afford the remaining Stockholders a reasonable degree of discretion and control over the admission of other Persons as Stockholders of the Company.

6.8 Headings . The Article and Section headings contained in this Agreement are intended solely for convenience of reference and shall not be considered in interpreting this Agreement.

6.9 Gender and Number . Whenever the context requires in this Agreement, the masculine gender includes the feminine or neuter, the neuter gender includes the masculine or feminine, and the singular number includes the plural.

6.10 Counterparts . This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6.11 Third Parties . Nothing expressed or implied in this Agreement is intended or shall be construed to confer on any Person, other than the Company and the Stockholders, any rights hereunder.

6.12 Exhibits . The Exhibits referenced in this Agreement constitute an integral part of this Agreement as if fully rewritten herein.

6.13 Time Periods . Unless otherwise indicated, any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days; provided , however , that if the last day for taking such action falls on a Saturday, Sunday, or a holiday observed by the Company, the period during which such action may be taken shall be automatically extended to the next business day.

[Signature Page Follows]

INTENDING TO BE LEGALLY BOUND, the parties hereto have executed this Agreement or have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

THE COMPANY :

FMSA HOLDINGS INC.

By: _____
Name:
Title:

[STOCKHOLDERS' AGREEMENT SIGNATURE PAGE]

STOCKHOLDERS :

Name ASP FML HOLDINGS, LLC

By: _____

Title: Vice President and Secretary

[STOCKHOLDERS' AGREEMENT SIGNATURE PAGE]

Name (please print): _____

By: _____

Title (if applicable): _____

[STOCKHOLDERS' AGREEMENT SIGNATURE PAGE]

Schedule I

Stockholders

David Alexander

Dianne Anderson
ASP FML Holdings, LLC
Suzy Braden
Gail Bell Calfee
Chris Calhoun
Caroline Emrick Weingart
Charles R. Emrick III
Robert Cicigoi

Anatole Cisan,Jr Revocable Trust U/T/A March 29,2011
Heidie M. Cisan Revocable Trust U/T/A March 29,2011
Al Cisan
GERALD L. CLANCEY TRUST NO. 1
THE GERALD L. CLANCEY GRANTOR RETAINED ANNUITY TRUST NO. 1 dtd 12/21/2010
Jerry Clancey
GERALD L. CLANCEY Irrevocable TRUST dated 12/13/12
The Connie J Clancey Irrevocable Trust for the benefit of Gerald L Clancey dtd 6/27/14
GERALD L. CLANCEY GRANTOR RETAINED ANNUITY TRUST NO. 3
GERALD L. CLANCEY GRANTOR RETAINED ANNUITY TRUST NO. 4
GERALD L. CLANCEY GRANTOR RETAINED ANNUITY TRUST NO. 5 dtd 6/27/14
GERALD L. CLANCEY GRANTOR RETAINED ANNUITY TRUST NO. 6 dtd 6/27/14
GERALD L. CLANCEY GRANTOR RETAINED ANNUITY TRUST NO. 2
GERALD L. CLANCEY GRANTOR RETAINED ANNUITY TRUST NO. 7 dtd 6/27/14
GERALD L. CLANCEY GRANTOR RETAINED ANNUITY TRUST NO. 8 dtd 6/27/14
GERALD L. CLANCEY GRANTOR RETAINED ANNUITY TRUST NO. 9 dtd 6/27/14
Anne C Juster, Trustee, William E. Conway Irrev Trust f/b/o J. Harold Juster UTA 12/23/97
John Marino,Trustee under the Anne C. Juster Charitable Remainder Unitrust dated 5/15/01, as modified
Anne C. Juster Irrevocable Trust dated 11/13/12
Anne C. Juster, Trustee under the Anne C. Juster Declaration of Trust dated 11/14/96, as modified
Apple Seed Investment Partners, LLC
Jane Conway Barber, Trustee under the Jane Conway Barber Declaration of trust dated 3/2/95, as modified

ConJohn II LLC

Four C’s Capital, LLC
Anne C Juster, Trustee, William E. Conway Irrev Trust f/b/o Grace S. Juster UTA 11/29/93
Joseph K Juster Irrevocable Trust dtd 11/13/12
Joseph K Juster
Anne C Juster, Trustee, William E. Conway Irrev Trust f/b/o Julia F. Juster UTA 11/29/93
Ladd Barber
Mary F. Conway, Trustee under the Mary F. Conway Declaration of Trust dated December 13,1980, as modified
Peak Eight, LLC

Peak Eight II,LLC
Peter F. Conway, Trustee under The Peter F. Conway Declaration of Trust dated 1/16/95, as modified
The SandFair Foundation
TurtleCo II,LLC
William E. Conway, Trustee UTA dtd. 03-10-92
William T. Conway and Amy J. Conway, Trustees under the Conway Family Trust dated 10/11/95, as modified
401K Trust for David Crandall
David Crandall
Jenniffer Deckard, Trustee f/b/o Abbey Jo Deckard Trust
Jenniffer Deckard, Trustee f/b/o Connor John Deckard Trust
Jenniffer D. Deckard Family Trust U/A/D February 28, 2010, Jenniffer D. Deckard, Trustee
Jenniffer D. Deckard, Trustee of the Jenniffer Deckard Grantor Retained Annuity Trust #3
Daryl L Deckard, Trustee of the Daryl K Deckard Trust
Jenniffer D Deckard Irrevocable Trust dtd 12/27/12, Daryl K Deckard Trustee
Paul Dziekonski
PNC, Trustee for Calfee, Halter & Griswold Profit Sharing Trust f/b/o Charles Emrick, Jr.
Jesus Espinoza
Fairmount Minerals Foundation
Huntington National Bank U/A dtd 12/09/09 FBO Fairmount Minerals, Ltd. Stock Bonus Trust & Plan
Joseph Darrell Fodo Living trust u/t/a dtd 9/10/07
Joe Fodo
Joseph D. Fodo, or his successor in trust, as Trustee of the Joseph D. Fodo Grantor Retained Annuity Trust u/t/a dated 6/24/11
Joseph Darrell Fodo Living Trust u/t/a dated 6/24/11
Charles D. Fowler, TOD to the then acting Trustee under the Charles D. Fowler Declaration of Trust dated 9/26/91, as modified
Chaolley Limited Partnership
GrandSand LLC
Clint Fowler
Bruce Gilbert
Private Trust CO., NA. Trustee, Geraldine M Giles Trust B
Jo Ellen Tansil
TGB Revocable Living Trust u/a dtd 10/14/08
Amy Gray
Terry Gwinn
Robert Hauzie
Hillcrest Academy
FMT Co. Custodial IRA fbo David E. Hills
Dakota Hills
David E. Hills,Trustee, David E. Hills Revocable Trust 1994 U/A dated 6/10/94
Peter T. Hills
Mike Hollenbeck
Key Bank Trustee of the Peter Hoyt IRA
Peter H Hoyt, Trustee (or successor) under Declaration of trust dtd 5/10/91, as modifield
John Hurst
George Jauch,Trustee of the George Jauch Living Trust dated 10/17/05
Paula Jauch,Trustee of the Paula Jauch Living Trust dated 10/17/05
William Kelly
Michelle Kerns

Kelley Kerns
William D. Kidd Jr.
Stephen King, III
The Stephen E. King, III Grantor Retained Annuity Trust No. 1
The Stephen E. King, III Irrevocable Trust FBO John T. King dtd 12/14/2011
The Stephen E. King, III Irrevocable Trust FBO Stephen E. King, IV dtd 12/14/2011
The Stephen E. King, III Irrevocable Trust FBO Caitlin King dtd 12/14/2011
Mike Kline
Robert Ledyard, Trustee of the Robert E Ledyard revocable trust, dtd 08/10/09 or any successor(s) in trust
John Lethiot
Kristin Lewis
Audrey L. Schneider
George S. Lockwood III
Mark Longenecker
Maureen P Lynn Irrevocable Trust dtd 12/19/12
Maureen Lynn
William Andrew McAfee 2012 Trust
W Andrew McAfee, trustee of the Alexander McAfee Grantor Retained Annuity trust dtd 4/22/14
W Andrew McAfee, trustee of the Alexander McAfee Grantor Retained Annuity trust dtd 11/12/12
W Andrew McAfee, trustee of the Alexander McAfee Grantor Retained Annuity trust dtd 2/25/13
Christie McAfee Osmond as Trustee of the Christie McAfee Osmond 2014 GRAT dtd 6/30/14
W Andrew McAfee as Trustee of the W Andrew McAfee 2014 GRAT dtd 6/30/14
Christie McAfee Osmond
Jeffery M Osmond
Alexander W Osmond
Megan E Osmond
Molly McAfee Marshall
Marianna Marshall
Annabel Simer
Bruce McBrian
Thomas B. McChesney Jr.
Elizabeth H. McChesney
Thomas A Mitropoulos Irrevocable Trust Dtd 8/1/2013
Thomas A Mitropoulos Trust Dtd 12/21/94, Thomas A Mitropoulos Trustee
Megan E. Ogle
Richard N. Ogle
James W Ogle
Janet C Ogle
Karen A Ogle
Patrick Okell
Peggy Pangrcic
Michelle Pezanoski
Edward D Jones & Company FBO Micky D Pfeiffer IRA
Dale Randolph
Mark Schiefelbein
Equity Trust, FBO Daniel G Schmidt IRA
Kathy Jo Montgomery
Lawrence Schultz
Ewald and Alice Sems Living Trust, Dated August 7, 2006

Sems, Ewald Charitable Remainder Trust
Richard M Sems
Stephen Andrew Sems
Susan Rebecca Calzada
Byron Smith
Robert Smith
Van Smith
Van Smith, Trustee of the van Smith Grantor Retained Annuity Trust #1 U/T/A dated 6/26/14
W. Hayden Thompson Trust UAD 10/29/75,William H. Thompson,Trustee
Michael C. Thompson
Patricia M. Thompson
William H. Thompson
Carl J Tippit
Francesca T. Leary
Nicholas C. Tippit
Samuel M. Tippit
J.R. Bright, Trustee, Tippit Special #2 f/b/o Carl J. Tippit
Carl J. Tippit, Trustee of the Tippit Special Trust #2 f/b/o Virginia Cronin U/A dated 10/15/81
Virginia T. Cronin, Trustee (or the then acting Trustee) of the Virginia T. Cronin Restatement of Trust dated 7/27/98
Key Bank Nat'l Assn Cust for University School u/a/d 7/24/06
Alan Van Zeeland
Sharon van Zeeland
Wayne Williams
Karen R Williams, Trustee of the Irrevocable Trust Agreement of Wayne T Williams dtd 6/27/14
David Wayne Williams
Gale Bartalone
Penny Iott

Schedule II

Major Stockholders

ASP FML Holdings, LLC

Exhibit 10.7

FORM OF INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made as of , 2014 by and between FMSA Holdings Inc., a Delaware corporation (the "Company"), and ("Indemnitee"). This Agreement supersedes and replaces any and all previous Agreements between the Company and Indemnitee covering the subject matter of this Agreement.

RECITALS

WHEREAS, the Board of Directors of the Company (the "Board") believes that highly competent persons have become more reluctant to serve publicly-held corporations as directors, officers or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

WHEREAS, the Board has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Fourth Amended and Restated By-laws (the "Bylaws") and the Third Certificate of Incorporation of the Company the ("Certificate of Incorporation") require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the "DGCL"). The Bylaws and Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification;

WHEREAS, the uncertainties relating to such insurance and to indemnification may increase the difficulty of attracting and retaining such persons;

WHEREAS, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company and its stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

WHEREAS, this Agreement is a supplement to and in furtherance of the Bylaws and Certificate of Incorporation and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

WHEREAS, Indemnitee does not regard the protection available under the Bylaws and Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve or continue to serve as an officer or director without adequate protection, and the Company desires Indemnitee to serve or continue to serve in such capacity. Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that Indemnitee be so indemnified.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Services to the Company. Indemnitee agrees to serve as a [director] [officer] [employee] [agent] of the Company. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that Indemnitee's employment with the Company (or any of its subsidiaries or any Enterprise), if any, is at will, and the Indemnitee may be discharged at any time for any reason, with or without cause, except as may be otherwise provided in any written employment contract between Indemnitee and the Company (or any of its subsidiaries or any Enterprise), other applicable formal severance policies duly adopted by the Board, or, with respect to service as a director or officer of the Company, by the Certificate of Incorporation, the Company's By-laws, and the DGCL. The foregoing notwithstanding, this Agreement shall continue in force after Indemnitee has ceased to serve as an [officer] [director] [agent] [employee] of the Company, as provided in Section 16 hereof.

Section 2. Definitions. As used in this Agreement:

(a) References to "agent" shall mean any person who is or was a director, officer, or employee of the Company or a subsidiary of the Company or other person authorized by the Company to act for the Company, to include such person serving in such capacity as a director, officer, employee, fiduciary or other official of another corporation, partnership, limited liability company, joint venture, trust or other enterprise at the request of, for the convenience of, or to represent the interests of the Company or a subsidiary of the Company.

(b) A "Change in Control" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

i. Acquisition of Stock by Third Party. Any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifteen percent (15%) or more of the combined voting power of the Company's then outstanding securities unless the change in relative Beneficial Ownership of the Company's securities by any Person results solely from a reduction in the aggregate number of outstanding shares of securities entitled to vote generally in the election of directors;

ii. Change in Board of Directors. During any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 2(b)(i), 2(b)(iii) or 2 (b)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

iii. Corporate Transactions. The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 51% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

iv. Liquidation. The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

v. Other Events. There occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act (as defined below), whether or not the Company is then subject to such reporting requirement.

For purposes of this Section 2(b), the following terms shall have the following meanings:

(A) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

(B) "Person" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Exchange Act; provided, however, that Person shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(C) “Beneficial Owner” shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any Person otherwise becoming a Beneficial Owner by reason of the stockholders of the Company approving a merger of the Company with another entity.

(c) “Corporate Status” describes the status of a person who is or was a director, officer, employee or agent of the Company or of any other corporation, limited liability company, partnership or joint venture, trust or other enterprise which such person is or was serving at the request of the Company.

(d) “Disinterested Director” shall mean a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) “Enterprise” shall mean the Company and any other corporation, limited liability company, partnership, joint venture, trust or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, employee, agent or fiduciary.

(f) “Expenses” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts and other professionals, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also shall include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent, and (ii) for purposes of Section 14(d) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee’s rights under this Agreement, by litigation or otherwise. The parties agree that for the purposes of any advancement of Expenses for which Indemnitee has made written demand to the Company in accordance with this Agreement, all Expenses included in such demand that are certified by affidavit of Indemnitee’s counsel as being reasonable in the good faith judgment of such counsel shall be presumed conclusively to be reasonable. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) “Independent Counsel” shall mean a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning the Indemnitee under this

Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement. The Company agrees to pay the reasonable fees and expenses of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(h) "Indemnity Obligations" shall mean all obligations of the Company to Indemnitee under this Agreement, including the Company's obligations to provide indemnification to Indemnitee and advance Expenses to Indemnitee under this Agreement.

(i) The term "Proceeding" shall include any threatened, pending or completed action, suit, claim, counterclaim, cross claim, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative, legislative, or investigative (formal or informal) nature, including any appeal therefrom, in which Indemnitee was, is or will be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director or officer of the Company, by reason of any action taken by Indemnitee (or a failure to take action by Indemnitee) or of any action (or failure to act) on Indemnitee's part while acting pursuant to Indemnitee's Corporate Status, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification, reimbursement, or advancement of Expenses can be provided under this Agreement. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this paragraph.

(j) "Sponsor Entities" shall mean (i) American Securities LLC and (ii) any Affiliate of American Securities LLC and any investment fund or other Person advised or managed by American Securities LLC; provided, however, that neither the Company nor any of its subsidiaries shall be considered Sponsor Entities hereunder.

(k) Reference to "other enterprise" shall include employee benefit plans; references to "fines" shall include any excise tax assessed with respect to any employee benefit plan; references to "serving at the request of the Company" shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner Indemnitee reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Agreement.

Section 3. Indemnity in Third-Party Proceedings. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor, by reason of Indemnitee's Corporate Status. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement (including all interest, assessments and other charges paid or payable in connection with or in respect of such Expenses, judgments, fines and amounts paid in settlement) actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company and, in the case of a criminal Proceeding had no reasonable cause to believe that Indemnitee's conduct was unlawful. The parties hereto intend that this Agreement shall provide to the fullest extent permitted by law for indemnification in excess of that expressly permitted by statute, including, without limitation, any indemnification provided by the Certificate of Incorporation, the By-laws, vote of its stockholders or disinterested directors or applicable law.

Section 4. Indemnity in Proceedings by or in the Right of the Company. The Company shall indemnify Indemnitee in accordance with the provisions of this Section 4 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of Indemnitee's Corporate Status. Pursuant to this Section 4, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 4 in respect of any claim, issue or matter as to which Indemnitee shall have been finally adjudged by a court to be liable to the Company, unless and only to the extent that the Delaware Court (as hereinafter defined) or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification.

Section 5. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provisions of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is a party to (or a participant in) and is successful, on the merits or otherwise, in any Proceeding or in defense of any claim, issue or matter therein, in whole or in part, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with or related to each successfully resolved claim, issue or matter to the fullest extent permitted by law. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6. Indemnification For Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by applicable law and to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a witness or otherwise asked to participate in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

Section 7. Partial Indemnification. If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of Expenses, but not, however, for the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the portion thereof to which Indemnitee is entitled.

Section 8. Additional Indemnification.

(a) Notwithstanding any limitation in Sections 3, 4, or 5, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is a party to or threatened to be made a party to any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) by reason of Indemnitee's Corporate Status.

(b) For purposes of Section 8(a), the meaning of the phrase "to the fullest extent permitted by applicable law" shall include, but not be limited to:

i. to the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL, and

ii. to the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

Section 9. Exclusions. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnification payment in connection with any claim involving Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for (i) an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Exchange Act (as defined in Section 2(b) hereof) or similar provisions of state statutory law or common law, (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by the Indemnitee from the sale of securities of the Company, as required in each case under the Exchange Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the

payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act) or (iii) any reimbursement of the Company by Indemnitee of any compensation pursuant to any compensation recoupment or clawback policy adopted by the Board or the compensation committee of the Board, including but not limited to any such policy adopted to comply with stock exchange listing requirements implementing Section 10D of the Exchange Act; or

(c) except as provided in Section 14(d) of this Agreement, in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee or any Sponsor Entity, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee or any Sponsor Entity against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

Section 10. Advances of Expenses. Notwithstanding any provision of this Agreement to the contrary (other than Section 14(d)), the Company shall advance, to the extent not prohibited by law, the Expenses incurred by Indemnitee in connection with any Proceeding (or any part of any Proceeding) not initiated by Indemnitee or any Proceeding initiated by Indemnitee with the prior approval of the Board as provided in Section 9(c), and such advancement shall be made within thirty (30) days after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any Proceeding. Advances shall be unsecured and interest free. Advances shall be made without regard to Indemnitee's ability to repay the Expenses and without regard to Indemnitee's ultimate entitlement to indemnification under the other provisions of this Agreement. In accordance with Section 14(d), advances shall include any and all reasonable Expenses incurred pursuing an action to enforce this right of advancement, including Expenses incurred preparing and forwarding statements to the Company to support the advances claimed. The Indemnitee shall qualify for advances upon the execution and delivery to the Company of this Agreement, which shall constitute an undertaking providing that the Indemnitee undertakes to repay the amounts advanced (without interest) to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. No other form of undertaking shall be required other than the execution of this Agreement. This Section 10 shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 9.

Section 11. Procedure for Notification and Defense of Claim.

(a) Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses hereunder as soon as reasonably practicable following the receipt by Indemnitee of written notice thereof. The written notification to the Company shall include a description of the nature of the Proceeding and the facts underlying the Proceeding. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to

indemnification following the final disposition of such Proceeding. The omission by Indemnitee to notify the Company hereunder will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights under this Agreement. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnitee has requested indemnification.

(b) The Company will be entitled to participate in the Proceeding at its own expense.

Section 12. Procedure Upon Application for Indemnification.

(a) Upon written request by Indemnitee for indemnification pursuant to Section 11(a), a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case: (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee; or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Board, by the stockholders of the Company; and, if it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten (10) days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or Expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom. The Company promptly will advise Indemnitee in writing with respect to any determination that Indemnitee is or is not entitled to indemnification, including a description of any reason or basis for which indemnification has been denied.

(b) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) hereof, the Independent Counsel shall be selected as provided in this Section 12(b). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Board, and the Company shall give written notice to Indemnitee advising Indemnitee of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Board, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company

advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided , however , that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 2 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within twenty (20) days after the later of submission by Indemnitee of a written request for indemnification pursuant to Section 11(a) hereof and the final disposition of the Proceeding, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by such court or by such other person as such court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 12(a) hereof. Upon the due commencement of any judicial proceeding or arbitration pursuant to Section 14(a) of this Agreement, Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

Section 13. Presumptions and Effect of Certain Proceedings.

(a) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 11(a) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by any person, persons or entity of any determination contrary to that presumption. Neither the failure of the Company (including by its directors or Independent Counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or Independent Counsel) that Indemnitee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has not met the applicable standard of conduct.

(b) Subject to Section 14(e), if the person, persons or entity empowered or selected under Section 12 of this Agreement to determine whether Indemnitee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (i) a misstatement by Indemnitee of a material

fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such 60-day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto; and provided, further, that the foregoing provisions of this Section 13(b) shall not apply (i) if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 12(a) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination the Board has resolved to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy-five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat, or (ii) if the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 12(a) of this Agreement.

(c) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that Indemnitee's conduct was unlawful.

(d) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith if Indemnitee's action is based on the records or books of account of the Enterprise, including financial statements, or on information supplied to Indemnitee by the directors or officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser, financial advisor or other expert selected with reasonable care by or on behalf of the Enterprise. The provisions of this Section 13(d) shall not be deemed to be exclusive or to limit in any way the other circumstances in which the Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) The knowledge and/or actions, or failure to act, of any director, officer, trustee, partner, managing member, fiduciary, agent or employee of the Enterprise shall not be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

Section 14. Remedies of Indemnitee.

(a) Subject to Section 14(e), in the event that (i) a determination is made pursuant to Section 12 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 10 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 12(a) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Section 5, 6 or 7 or the second to last sentence of Section 12(a) of this Agreement within ten (10) days after receipt by the Company of a written request therefor, (v) payment of indemnification pursuant to Section 3, 4 or 8 of this Agreement is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification, or (vi) in the event that the Company or any other person takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or Proceeding designed to deny, or to recover from, the Indemnitee the benefits provided or intended to be provided to the Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of Indemnitee's entitlement to such indemnification or advancement of Expenses. Alternatively, Indemnitee, at Indemnitee's option, may seek an award in arbitration to be conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Indemnitee shall commence such proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 14 (a); provided , however , that the foregoing clause shall not apply in respect of a proceeding brought by Indemnitee to enforce Indemnitee's rights under Section 5 of this Agreement. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In the event that a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding or arbitration commenced pursuant to this Section 14 shall be conducted in all respects as a de novo trial, or arbitration, on the merits and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding or arbitration commenced pursuant to this Section 14 the Company shall have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) If a determination shall have been made pursuant to Section 12(a) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 14, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 14 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement. It is the intent of the Company that, to the fullest extent permitted by law, the Indemnitee not be required to incur legal fees or other

Expenses associated with the interpretation, enforcement or defense of Indemnitee's rights under this Agreement by litigation or otherwise because the cost and expense thereof would substantially detract from the benefits intended to be extended to the Indemnitee hereunder. The Company shall, to the fullest extent permitted by law, indemnify Indemnitee against any and all Expenses and, if requested by Indemnitee, shall (within ten (10) days after receipt by the Company of a written request therefor) advance, to the extent not prohibited by law, such Expenses to Indemnitee, which are incurred by Indemnitee in connection with any action brought by Indemnitee for indemnification or advancement of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company if, in the case of indemnification, Indemnitee is wholly successful on the underlying claims; if Indemnitee is not wholly successful on the underlying claims, then such indemnification shall be only to the extent Indemnitee is successful on such underlying claims or otherwise as permitted by law, whichever is greater.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement of Indemnitee to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

Section 15. Non-exclusivity; Survival of Rights; Insurance; Subrogation.

(a) The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Bylaws and Certificate of Incorporation and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) The Company hereby acknowledges that Indemnitee may have certain rights to indemnification, advancement and insurance provided by one or more Persons with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity). The Company hereby acknowledges and agrees that (i) the Company shall be the indemnitor of first resort with respect to any Proceeding, Expense, Liability or matter that is the subject of the Indemnity Obligations, (ii) the Company shall be primarily liable for all Indemnification Obligations and any indemnification afforded to Indemnitee in respect of any Proceeding, Expense, Liability or matter that is the subject of Indemnity Obligations, whether

created by law, organizational or constituent documents, contract (including this Agreement) or otherwise, (iii) any obligation of any other Persons with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) to indemnify Indemnitee or advance Expenses or Liabilities to Indemnitee in respect of any Proceeding shall be secondary to the obligations of the Company hereunder, (iv) the Company shall be required to indemnify Indemnitee and advance Expenses or Liabilities to Indemnitee hereunder to the fullest extent provided herein without regard to any rights Indemnitee may have against any other Person with whom or which Indemnitee may be associated (including, any Sponsor Entity) or insurer of any such Person and (v) the Company irrevocably waives, relinquishes and releases any other Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) from any claim of contribution, subrogation or any other recovery of any kind in respect of amounts paid by the Company hereunder. In the event any other Person with whom or which Indemnitee may be associated (including, without limitations, any Sponsor Entity) or their insurers advances or extinguishes any liability or loss which is the subject of any Indemnity Obligation owed by the Company or payable under any Company insurance policy, the payor shall have a right of subrogation against the Company or its insurer or insurers for all amounts so paid which would otherwise be payable by the Company or its insurer or insurers under this Agreement. In no event will payment of an Indemnity Obligation by any other Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) or their insurers affect the obligations of the Company hereunder or shift primary liability for any Indemnity Obligation to any other Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity). Any indemnification, insurance or advancement provided by any other Person with whom or which Indemnitee may be associated (including, without limitation, any Sponsor Entity) with respect to any liability arising as a result of Indemnitee's Corporate Status or capacity as an officer or director of any Person is specifically in excess over any Indemnity Obligation of the Company or valid and any collectible insurance (including but not limited to any malpractice insurance or professional errors and omissions insurance) provided by the Company under this Agreement.

(c) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents of the Enterprise, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any such director, officer, employee or agent under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such claim or of the commencement of a Proceeding, as the case may be, to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(d) In the event of any payment made by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(e) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable (or for which advancement is provided hereunder) hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(f) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, trustee, partner, managing member, fiduciary, employee or agent of any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of Expenses from such other corporation, limited liability company, partnership, joint venture, trust or other enterprise.

Section 16. Duration of Agreement. This Agreement shall continue until and terminate upon the later of: (a) ten (10) years after the date that Indemnitee shall have ceased to serve as a [director] [officer] [employee] [agent] of the Company or (b) one (1) year after the final termination of any Proceeding then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 14 of this Agreement relating thereto. The indemnification and advancement of expenses rights provided by or granted pursuant to this Agreement shall be binding upon and be enforceable by the parties hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or of any other Enterprise, and shall inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

Section 17. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 18. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving or continuing to serve as a director or officer of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the By-laws and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 19. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement nor shall any waiver constitute a continuing waiver.

Section 20. Notice by Indemnitee. Indemnitee agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification or advancement of Expenses covered hereunder. The failure of Indemnitee to so notify the Company shall not relieve the Company of any obligation which it may have to the Indemnitee under this Agreement or otherwise.

Section 21. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed or (c) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed:

(a) If to Indemnitee, at the address indicated on the signature page of this Agreement, or such other address as Indemnitee shall provide to the Company.

(b) If to the Company to

FMSA Holdings Inc.
8834 Mayfield Road
Chesterland, Ohio 44026

or to any other address as may have been furnished to Indemnitee by the Company.

Section 22. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

Section 23. Applicable Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 14(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the "Delaware Court"), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, irrevocably RL&F Service Corp., 920 North King Street, 2 nd Floor, Wilmington, New Castle County, Delaware 19801 as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 24. Identical Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

Section 25. Third-Party Beneficiaries . The Sponsor Entities are intended third-party beneficiaries of this Agreement and shall have all of the rights afforded to Indemnitee under this Agreement.

Section 26. Miscellaneous. Use of the masculine pronoun shall be deemed to include usage of the feminine pronoun where appropriate. The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed as of the day and year first above written.

FMSA Holdings Inc.

By: _____
Name:
Office:

INDEMNITEE

_____
Name:
Address: _____

Exhibit 10.8

FMSA HOLDINGS INC. NON-QUALIFIED STOCK OPTION PLAN

Amended and Restated as of September 11, 2014

FMSA Holdings Inc. hereby adopts a non-qualified stock option plan for the benefit of certain persons and subject to the terms and provisions set forth below.

1. Certain Definitions

Certain capitalized items used in this Plan will have the meanings assigned to them in Section 11 hereof.

2. Purpose of the Plan

The purpose of the Plan is to provide Key Employees with greater incentive to serve and promote the interests of the Company and its shareholders. The premise of the Plan is that, if such Key Employees acquire a proprietary interest in the business of the Company or increase such proprietary interest as they may already hold, then the incentive of such Key Employees to work toward the Company's continued success will be commensurately increased. Accordingly, the Company will, from time to time during the effective period of the Plan, grant to such Key Employees as may be selected to participate in the Plan options to purchase Class B Common Stock on the terms and subject to the conditions set forth in the Plan.

3. Effective Date of the Plan .

The Plan shall become effective on January 21, 1997.

4. Administration of the Plan .

The Plan shall be administered by the Committee. The Committee shall consist of no fewer than three (3) members, who shall be designated by the Board. Members of the Committee shall not be ineligible to participate in the Plan solely by reason of such membership. A majority of the Committee shall constitute a quorum, and the acts of a majority of the members present at any meeting at which a quorum is present, or acts approved in writing by all of the members, shall constitute acts of the Committee. Subject to the terms and conditions of the Plan, the Committee shall have full and final authority in its absolute discretion:

(a) to select the Key Employees to whom options will be granted;

(b) to determine the number of shares of Class B Common Stock subject to any option;

(c) to determine the time when options will be granted;

(d) to determine the option price of Class B Common Stock subject to an option;

(e) to determine the time when each option may be exercised;

(f) to prescribe the form of the option agreements governing the options which are granted under the Plan and to set the provisions of such option agreements as the Committee may deem necessary or desirable provided such provisions are not contrary to the terms and conditions of the Plan;

(g) to adopt, amend and rescind such rules and regulations as, in the Committee's opinion, may be advisable in the administration of the Plan; and

(h) to construe and interpret the Plan, the rules and regulations and the instruments evidencing options granted under the Plan and to make all other determinations deemed necessary or advisable for the administration of the Plan.

Any decision made or action taken by the Committee in connection with the administration, interpretation, and implementation of the Plan and of its rules and regulations, shall, to the extent permitted by law, be conclusive and binding upon all Optionees under the Plan and upon any person claiming under or through such an Optionee. Neither the Committee nor any of its members shall be liable for any act taken by the Committee pursuant to the Plan. No member of the Committee shall be liable for the act of any other member.

5. Persons Eligible for Options

Subject to the restrictions herein contained, options may be granted from time to time in the discretion of the Committee only to such Key Employees, as designated by the Committee, whose initiative and efforts contribute or may be expected to contribute to the continued growth and future success of the Company and/or its Subsidiaries. Notwithstanding the preceding sentence, a Key Employee who renounces in writing any right he may have to receive stock options under the Plan shall not be eligible to receive any stock options under the Plan. No option shall be granted to any Key Employee during any period of time when such Key Employee is on leave of absence. The Committee may grant more than one option to the same Key Employee.

6. Shares Subject to the Plan

(a) Shares Available . Subject to the provisions of Subparagraph 6(b), the aggregate number of shares of Class B Common Stock for which options may be granted under the Plan shall be _____ shares of Class B Common Stock. Either treasury or authorized and unissued shares of Class B Common Stock, or both, in such amounts, within the maximum limits of the Plan, as the Committee shall from

time to time determine, may be so issued. All shares of Class B Common Stock which are the subject of any lapsed, expired or terminated options shall be available for the granting of additional options under the Plan. All shares purchased pursuant to the exercise of options granted under the Plan which are subsequently repurchased by the Company shall likewise be available for the granting of additional options under the Plan.

(b) Adjustments; Business Combinations . In the event that, subsequent to the date of adoption of the Plan by the Board, the outstanding shares of Class B Common Stock are, as a result of a stock split, stock dividend, combination or exchange of shares, exchange for other securities, reclassification, reorganization, redesignation, merger, consolidation, recapitalization or other such change, including without limitation any transaction described in Section 424(a) of the Code, increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company, then (i) there shall automatically be substituted for each share of Class B Common Stock subject to an unexercised option granted under the Plan and each share of Class B Common Stock available for additional grants of options under the Plan the number and kind of shares of stock or other securities into which each outstanding share of Class B Common Stock shall be exchanged, (ii) the option price per share of Class B Common Stock or unit of securities shall be increased or decreased proportionately so that the aggregate purchase price for the securities subject to the option shall remain the same as immediately prior to such event, and (iii) the Committee shall make such other adjustments to the securities subject to options, the provisions of the Plan, and option agreements as may be appropriate and equitable and any such adjustment shall be final, binding and conclusive as to each Optionee. Any such adjustment shall provide for the elimination of fractional shares.

7. Option Provisions

(a) Option Price . The option price per share of Class B Common Stock under each option granted pursuant to the Plan shall be determined by the Committee at the time of grant.

(b) Period of Option . The Committee shall determine when each option is to expire but no option shall be exercisable after ten (10) years have elapsed from the date upon which the option is granted.

(c) Limitation on Exercise and Transfer of Option . Only the Optionee may exercise an option, provided, however, that a guardian or other legal representative who has been duly appointed for such Optionee may exercise such option. No option granted hereunder shall be transferable except, if the Optionee is an individual, upon the Optionee’s death as provided in subparagraph 7(f) of this Agreement. No option granted hereunder may be pledged or hypothecated, nor shall any such option be subject to execution, attachment or similar process.

(d) Conditions Governing Exercise of Option. The Committee may, in its absolute discretion, either require that, prior to the exercise of any option granted hereunder, the Key Employee to whom such option relates shall have been an Employee, Officer or Member of the Board for a specified period of time after the date such option was granted, or make any option granted hereunder immediately exercisable, or require that options granted hereunder be exercised in a specified sequence. Each option shall be subject to such additional restrictions or conditions with respect to the time and method of exercise as shall be prescribed by the Committee. Upon satisfaction of any such conditions, the option may be exercised in whole or in part at any time during the option period, but this right of exercise shall be limited to whole shares. Subject to the tax withholding provisions in Section 9 hereof, an option shall be exercised by the Optionee by (i) giving written notice to the Company of the Optionee's exercise of the option, (ii) submitting an executed counterpart to the Stockholders Agreement, and (iii) either (a) paying in full the purchase price in cash, or (b) in the Committee's discretion, paying the exercise price pursuant to a "cashless exercise" procedure.

(e) Dissolution, Liquidation and Certain Mergers . Upon the dissolution or liquidation of the Company, each outstanding option shall terminate. Upon (i) the occurrence of a merger or consolidation in which the Company is not the surviving corporation or (ii) a merger or consolidation in which the shares of Class B Common Stock of the Company are converted into cash or other consideration (other than stock or securities of the Company), each outstanding option shall not terminate but shall be subject to such adjustment or amendment as the Committee may deem appropriate, equitable and in compliance with applicable law, and any such adjustment shall be final, binding and conclusive as to each Optionee.

(f) Termination of Employment, Etc . At such time as the Key Employee to whom an option relates is neither an Employee, an Officer nor a Member of the Board, his options shall, unless otherwise provided in the option agreement between the Optionee and the Company, terminate and neither he nor any other person shall have any rights after the date he ceases to be an Employee, an Officer or Member of the Board to exercise all or any part of such options. A Key Employee's employment shall not be deemed to have terminated while he is on a military, sick or other bona fide approved leave of absence from the Company or a Subsidiary. If any option is by terms of the option agreement exercisable following the Optionee's death, if the Optionee is an individual, then such option shall be exercisable for a period of one year from the date of death, but in no event after the option's expiration date, by the Optionee's estate, or the person designated in the Optionee's will, or the person to whom the option was transferred by the applicable laws of descent and distribution.

(g) Reissuance of Options . In the event of a decline in the fair market value of a share of Class B Common Stock, the Committee may, with the consent of the Optionee, terminate an existing option for the purpose of reissuing it as a new option with a lower option price.

8. Restrictions on Transferability of Class B Common Stock

All Class B Common Stock subject to options granted under the Plan shall be subject to transfer restrictions and other rights, terms and provisions contained in the By-laws of the Company and the Stockholders Agreement, both of which are hereby incorporated herein by reference. Such transfer restrictions and other rights, terms and provisions shall be communicated to each Optionee upon grant of a stock option and may be amended thereafter by the Committee only in such manner as is consented to in writing by the Optionee. All share certificates issued pursuant to an exercise of an option under the Plan shall be stamped or otherwise imprinted with legends in substantially the forms set forth in Section 1.2 of the Exchange Agreements dated February 29, 1996, by and among the Company and each of the Initial Stockholders (as defined in the Stockholders Agreement).

9. Withholding of Taxes

The Company may make appropriate provision for tax withholding with respect to the exercise of an Option including, without limitation, (i) withholding such amount that the Company deems appropriate from any compensation or other amounts due him from the Company with funds in the amount the Company deems appropriate and (ii) in the Committee's discretion, a "cashless withholding" procedure, in each case, as a condition precedent to the Optionee's exercise of an Option and the issuance of shares pursuant to any such exercise.

10. Amendments to the Plan

The Committee is authorized to interpret the Plan and from time to time adopt any rules and regulations for carrying out the Plan that it may deem advisable. Except as otherwise provided herein or in an option agreement, subject to the approval of the Board, the Committee may at any time amend, modify, suspend or terminate the Plan.

11. Definitions

The following terms shall have the meanings set forth below whenever used in this instrument:

(a) "Board" means the Board of Directors of the Company.

(b) "Class B Common Stock" means shares of Class B common stock, $.01 par value per share, of the Company.

(c) "Code" means the Internal Revenue Code of 1986, as amended, and any successor statute.

(d) "Committee" means the Compensation Committee appointed by the Board. Committee members need not be members of the Board.

(e) “Company” means FMSA Holdings Inc., a Delaware corporation, and any successor thereto which shall maintain this Plan.

(f) “Employee” means an employee of the Company or any Subsidiary.

(g) “Key Employee” means any person whose performance as an Employee, as an Officer or as a Member of the Board, in the judgment of the Committee, is important to the successful operation of the Company or a Subsidiary.

(h) “Member of the Board” means a member of the Board of Directors of the Company.

(i) “Officer” means a person holding any office of the Company or any Subsidiary, whether or not such person is an Employee.

(j) “Optionee” means any Key Employee to whom a stock option has been granted pursuant to this Plan.

(k) “Plan” means this instrument, the FMSA Holdings Inc. Non-Qualified Stock Option Plan, as it is originally adopted and as it may be amended hereafter.

(l) “Stockholders Agreement” means the Stockholders Agreement, dated February 29, 1996, by and among the Company and each of the stockholders of the Company.

(m) “Subsidiary” means any corporation at least 50% of the voting stock of which is owned directly or indirectly by the Company.

12. General Provisions

(a) Option Agreements Need Not Be Identical . The form and substance of option agreements, whether granted at the same or different times, need not be identical.

(b) Options to be Non-Qualified Stock Options . All options granted pursuant the Plan shall be non-qualified stock options and shall not be treated as incentive stock options as defined in Section 422A of the Code.

(c) No Right To Be Employed, Etc . Nothing in the Plan or in any option agreement shall confer upon any Key Employee or Optionee any right to continue in the employ of the Company or a Subsidiary, or to serve as an Officer or a Member of the Board, or to be entitled to receive any remuneration or benefits not set forth in the Plan or such option

agreement, or to interfere with or limit either the right of the Company or a Subsidiary to terminate his employment or remove him from his office at any time or the right of the shareholders of the Company or a Subsidiary to remove him as a Member of the Board with or without cause.

(d) Optionee Does Not Have Rights Of Shareholder . Nothing contained in the Plan or in any option agreement shall be construed as entitling any Optionee to any rights of a shareholder as a result of the grant of an option until such time as shares of Common Stock are actually issued to such Optionee pursuant to the exercise of an option.

(e) Successors In Interest . The Plan shall be binding upon the successors and assigns of the Company.

(f) No Liability Upon Distribution Of Shares . The liability of the Company under the Plan and any distribution of shares of Class B Common Stock made hereunder is limited to the obligations set forth herein with respect to such distribution and no term or provision of the Plan shall be construed to impose any liability on the Company or the Committee in favor of any person with respect to any loss, cost or expense which the person may incur in connection with or arising out of any transaction in connection with the Plan.

(g) Use Of Proceeds . The cash proceeds received by the Company from the issuance of shares of Class B Common Stock pursuant to the Plan will be used for general corporate purposes.

(h) Expenses . The expenses of administering the Plan shall be borne by the Company.

(i) Captions . The captions and section numbers appearing in the Plan are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of the provisions of the Plan.

(j) Number . The use of the singular or plural herein shall not be restrictive as to number and shall be interpreted in all cases as the context may require.

(k) Gender . The use of the feminine, masculine or neuter pronoun shall not be restrictive as to gender and shall be interpreted in all cases as the context may require.

13. Termination of the Plan

The Plan shall terminate on December 31, 2007, and thereafter no options shall be granted under the Plan. All options outstanding at the time of termination of the Plan shall continue in full force and effect according to the terms of the option agreements governing such options and the terms and conditions of the Plan.

* * * * * *

Exhibit 10.9

FORM OF STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT, entered into as of this ____day of _____20 ____, by and between FML Holdings, Inc., a Delaware corporation (the "Company"), and _____(the "Optionee").

RECITAL :

To provide additional incentive to the Optionee to further the Company's and its Subsidiaries' business and operations, the Company's Compensation Committee (the "Committee") has determined that the Optionee should be granted a stock option for the number of shares of Class B common stock, $.01 par value per share, of the Company set forth herein below (the "Shares");

The Company and the Optionee hereby agree as follows:

1. Definitions . Capitalized terms not otherwise defined herein shall have the meanings given to them in the Company's Non-Qualified Stock Option Plan (the "Plan"). The following capitalized terms shall have the meanings set forth below:

(a) The word "Agreement" shall mean this instrument.

(b) The word "Option" shall mean the right and option of the Optionee to purchase Shares pursuant to the terms of this Agreement.

(c) The words "Option Price" shall mean the price at which Shares may be acquired upon the exercise of any Option.

2. Grant of Option . The Company hereby grants to the Optionee the right and option to purchase all or any number of an aggregate of _____Shares at an Option Price of $ _____per Share.

3. Term of Option . The term of the Option shall commence on the date hereof and expire ten years from the date hereof, provided, however, that the Option may expire at an earlier date pursuant to Sections 5 or 6 hereof. Unless the Option expires pursuant to Sections 5 or 6 hereof, the Option shall expire at the close of regular business hours at the Company's principal office in Chardon, Ohio, on the last day of the term of the Option.

4. Exercise Dates . The Optionee shall be entitled to exercise the Option with respect to all Shares for which the Option is granted hereunder on or after the date hereof.

The Option may hereafter be exercised by the Optionee either with respect to all or any number of such Shares at any time or from time to time prior to the expiration of the Option.

The Option may not be exercised unless the Optionee shall be (i) a Director, (ii) an officer, or (iii) an employee of the Company or of a Subsidiary at such time.

5. Termination of Status as a Director, Officer or Employee of the Company . At such time as the Optionee ceases to be either (i) a Director, (ii) an officer, or (iii) an employee of the Company or a Subsidiary, whether by reason of the death or retirement of the Optionee or otherwise, with or without cause, the Option shall immediately expire.

6. Dissolution, Liquidation and Certain Mergers . Upon the dissolution or liquidation of the Company, the Option shall expire. Upon (i) the occurrence of a merger or consolidation in which the Company is not the surviving corporation or (ii) a merger or consolidation in which the shares of common stock of the Company are converted into cash or other consideration (other than stock or securities of the Company), the Option shall not expire but shall be subject to such adjustment or amendment as the Committee may deem appropriate, equitable and in compliance with applicable law and any such adjustment shall be final, binding and conclusive as to Optionee.

7. Adjustment of Number of Shares, Etc. If after the date of this Agreement, the outstanding Shares of the Company are, as a result of a stock split, stock dividend, combination or exchange of shares, exchange for other securities, reclassification, reorganization, redesignation, merger, consolidation, recapitalization or other such change, including without limitation any transaction described in Section 424(a) of the Code, increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company, then (i) there shall automatically be substituted for each Share subject to an unexercised option granted hereunder the number and kind of shares of stock or other securities into which each outstanding Share shall be exchanged, (ii) the option price per Share or unit of securities shall be increased or decreased proportionately so that the aggregate purchase price for the securities subject to the option shall remain the same as immediately prior to such event, and (iii) the Committee shall make such other adjustments to the securities subject to this Agreement as may be appropriate and equitable and any such adjustment shall be final, binding and conclusive as to the Optionee. Any such adjustment shall provide for the elimination of fractional shares.

8. Exercise of Option . The Option may be exercised by delivering to the Chairman of the Board or the President of the Company at its principal office, 11833 Ravenna Road, Chardon, Ohio, 44024, (1) a completed Notice of Exercise of Option in the form of Exhibit A attached hereto setting forth the number of Shares with respect to which the Option is being exercised, (2) an executed Counterpart Signature Page to Stockholders Agreement in the form of Exhibit B attached hereto and (3) payment in full for the Shares. Such payment shall be made by certified or cashier’s check payable to the Company in the amount of the aggregate purchase price for such Shares.

9. Issuance of Share Certificates . Subject to the last sentence of this Section 9 and the tax withholding provisions of Section 16 of this Agreement, upon receipt by the Company prior to expiration of the Option of the three items listed in Section 8 of this Agreement (and, with respect to any Option exercised pursuant to Section 11 hereof by someone other than the Optionee, proof satisfactory to the Committee of the right of such person to exercise the Option), the Company shall promptly cause to be made or otherwise delivered to the Optionee (or such other person having the right to exercise the Option), a certificate for the number of Shares so purchased. The Optionee shall not have any of the rights of a shareholder with respect to the Shares which are subject to the Option unless and until a certificate representing such Shares is issued pursuant to the valid exercise of the Option. The Company shall not be required to issue any certificates for Shares upon the exercise of the Option prior to (i) obtaining any approval from any governmental agency which the Committee shall, in its sole discretion, determine to be necessary or advisable, (ii) the admission of such Shares to listing on any national securities exchange on which the Shares may be listed, and (iii) completion of any registration or other qualification of the Shares under any state or federal law or ruling or regulations of any governmental body which the Committee shall, in its sole discretion, determine to be necessary or advisable, or the determination by the Committee, in its sole discretion, that any registration or other qualification of the Shares is not necessary or advisable.

10. Other Provisions Relating to Shares . All Shares purchased pursuant to the exercise of any Options shall be subject to all of the transfer restrictions and other rights, terms and provisions contained in the Plan, as it may be amended from time to time, and the Optionee (and, with respect to any Option exercised pursuant to Section 11 hereof by someone other than the Optionee, such other person or entity) hereby acknowledges receipt of the same and agrees to be bound thereby, as it may be amended from time to time. All Shares issued pursuant to Section 9 shall bear such notation or other statement concerning the restrictions on such Shares imposed by this Agreement (as contained in the Plan) as may be required by Delaware law in order to make such restrictions enforceable against the holder thereof, subsequent holders, and any potential or actual transferees of such Shares. Such notation or statement shall include legends in substantially the following forms:

> “The securities represented hereby have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and neither the securities nor any interest therein may be offered, sold, transferred, pledged, or otherwise disposed of except pursuant to an effective registration statement under such act or such laws or an exemption from registration under such act and such laws, which, in the opinion of counsel satisfactory to FML Holdings, Inc., is available.”

"The securities represented hereby are subject to the restrictions on transfer contained in (i) the By-Laws of FML Holdings, Inc. and (ii) a Stockholders Agreement by and among FML Holdings, Inc. and each of its stockholders. A copy of such By-Laws and such Stockholders Agreement are available for inspection at the offices of FML Holdings, Inc. or will be provided to the holder of this certificate upon written request delivered to FML Holdings, Inc."

11. Successors in Interest, Etc. This Agreement shall be binding upon and inure to the benefit of any successor of the Company. The Option shall not be transferable and may be exercised only during the lifetime of the Optionee and only by the Optionee, provided that a guardian or other legal representative who has been duly appointed for such Optionee may exercise the Option on behalf of the Optionee.

12. Option is a Nonqualified Stock Option . The Option shall be a non-qualified stock option and shall not be treated as an incentive stock option as defined in Section 422 of the Code.

13. No Liability Upon Distribution of Shares . The liability of the Company under this Agreement and any distribution of Shares made hereunder is limited to the obligations set forth herein with respect to such distribution, and no term or provision of this Agreement shall be construed to impose any liability on the Company or the Committee in favor of any person with respect to any loss, cost or expense which the person may incur in connection with or arising out of any transaction in connection with this Agreement.

14. Captions . The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of the provisions of this Agreement.

15. Provisions of Plan Control . This Agreement is subject to all of the terms, conditions, and provisions of the Plan, as amended from time to time, and to such rules, regulations, and interpretation of the Plan as may be adopted by the Committee or the Board of Directors of the Company as in effect from time to time. In the event and to the extent that this Agreement conflicts or is inconsistent with the terms, conditions, and provisions of the Plan, the Plan shall control, and this Agreement shall be deemed to be modified accordingly.

16. Withholding . As a condition precedent to the Optionee's exercise of the Option or the issuance of Shares pursuant to any such exercise, the Company may make appropriate provision for tax withholding with respect to any exercise of the Option including, without limitation, withholding such amount that the Company deems appropriate from any compensation or other amounts due him from the Company or any Subsidiary and requiring the Optionee to provide the Company with funds in the amount the Company deems appropriate.

17. Employment by Company or Subsidiary . Nothing herein shall be construed as an offer or commitment by the Company or any Subsidiary to continue for any period of time the employment of, or as a limitation on the right of the Company or any Subsidiary at any time with or without cause to terminate the employment of, the Optionee.

18. Investment Representation . Optionee hereby represents and warrants that any Shares which may be acquired by virtue of the exercise of the Option shall be acquired for investment purposes only and not with a view to distribution or resale; provided, however, that this restriction shall become inoperative in the event a registration statement under the Securities Act of 1933, as amended (the "Act"), has become effective with respect to the Shares which are subject to the Option or unless the Optionee establishes to the satisfaction of the Company that the offer or sale of the Shares which are subject to the Option may lawfully be made without registration under the Act.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer, and the Optionee has hereunto set his hand, all as of the day and year first above written.

FML HOLDINGS, INC.

By:_____
Name:

OPTIONEE

_____
Name

EXHIBIT A

FML HOLDINGS, INC.

Notice of Exercise of Option

Chairman of the Board
FML Holdings, Inc.
11833 Ravenna Road
Chardon, Ohio 44024

The undersigned hereby exercises a Nonqualified Stock Option to purchase shares of Class B common stock of FML Holdings, Inc. at a price of $ per share. A certified check or cashier's check in the amount of $ is attached hereto in full payment for such shares.

The undersigned hereby represents and warrants that the shares which are being acquired by virtue of this Exercise of Option shall be acquired for investment purposes only and not with a view to distribution or resale; provided, however, that this restriction shall become inoperative in the event a registration statement under the Securities Act of 1933, as amended (the "Act"), has become effective with respect to the shares which are being acquired pursuant hereto or unless the undersigned establishes to the satisfaction of FML Holdings, Inc. that the offer or sale of the shares which are being acquired pursuant hereto may lawfully be made without registration under the Act.

The undersigned acknowledges that he/she has reviewed the Company's By-Laws, including the restrictions on transfer contained in Article VII thereof, and the Stockholders Agreement dated February 29, 1996, by and among FML Holdings, Inc. and each of its stockholders (the "Stockholders Agreement"). The undersigned hereby agrees to be bound by the terms and provisions of the By-Laws and the Stockholders Agreement, and hereby submits a counterpart signature page to the Stockholders Agreement.

Optionee

Date:

EXHIBIT B

FML HOLDINGS, INC.

Counterpart Signature Page to Stockholders Agreement

In consideration of the mutual covenants contained in the Stockholders Agreement dated February 29, 1996 (including any amendments thereto) by and among FML Holdings, Inc. and each of its stockholders (the "Agreement"), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees to be bound by the terms and provisions of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed the Agreement as of the date written below.

_____

(Optionee Signature)

Date: _____

Exhibit 10.10

AMENDMENT I TO THE
FMSA HOLDINGS INC. NON-QUALIFIED STOCK OPTION PLAN
STOCK OPTION AGREEMENT

This Amendment to the outstanding and unexercised Stock Option Agreement (the " ***Award Agreements*** ") used by FMSA Holdings Inc., a Delaware corporation (the " ***Company*** ") to grant stock option awards under the FMSA Holdings Inc. Non-Qualified Stock Option Plan (the " ***1997 Plan*** ") is effective as of September 11, 2014.

WHEREAS , the Company previously made grants of stock option awards under the 1997 Plan to certain individuals;

WHEREAS , the Company changed its name from FML Holdings, Inc. to FMSA Holdings Inc. and wishes to reflect that name change in the Award Agreements;

WHEREAS , holders of vested stock options of the Company (" ***Optionees*** "), including holders of stock options granted under the 1997 Plan, are allowed to exercise such stock options upon pricing of the initial public offering of the Company (the " ***Offering*** ") (the stock options so exercised on pricing, the " ***Exercised Options*** ") in order to sell shares received on such exercise (the " ***Underlying Shares*** ") in the Offering;

WHEREAS , Section 4 and Section 10 of the 1997 Plan, as well as Section 15 of the Award Agreements, provide the board of directors of the Company (the " ***Board*** ") with the power to amend the 1997 Plan and the Award Agreements issued thereunder;

WHEREAS , the Board has determined it would be in the best interest of the Company to allow Optionees to pay the exercise price for the Exercised Options granted under the 1997 Plan out of proceeds from the sale of the Underlying Shares in the Company's Offering (also referred to as a "cashless exercise"); and

WHEREAS , the Board has determined it would be in the best interest of the Company to allow Optionees to pay any employee tax withholding amounts due with respect to the exercise of the Exercised Options granted under the 1997 Plan out of the proceeds from the immediate sale of the Underlying Shares in the Company's Offering (also referred to as "cashless withholding").

NOW THEREFORE BE IT RESOLVED, that the Award Agreement shall be deemed to be amended such that (i) all references to the title of the 1997 Plan shall be changed from the "FML Holdings, Inc. Non-Qualified Stock Option Plan" to the "FMSA Holdings Inc. Non-Qualified Stock Option Plan" and (ii) all other references within such award agreements to "FML Holdings, Inc." shall now be references to "FMSA Holdings Inc.";

FURTHER RESOLVED, that Section 8 of all Award Agreements issued under the 1997 Plan be deleted in its entirety and replaced with the following:

8. Exercise of Option . The Option may be exercised by delivering to the Chairman of the Board or the President of the Company at its principal office, 8834 Mayfield Road Chesterland, Ohio 44026, (1) a completed Notice of Exercise of Option in the form of

Exhibit A attached hereto setting forth the number of Shares with respect to which the Option is being exercised, (2) an executed Counterpart Signature Page to the Stockholders Agreement in the form of Exhibit B attached hereto and (3) either (a) a cash payment in full for the Shares, or (b) in the Committee's discretion, payment pursuant to a "cashless exercise" procedure. Such payment in 3(a) shall be made by certified or cashier's check payable to the Company in the amount of the aggregate purchase price for such Shares.

FURTHER RESOLVED , that Section 16 of all Award Agreements issued under the 1997 Plan be deleted in its entirety and replaced with the following:

16. Withholding . As a condition precedent to the Optionee's exercise of the Option or the issuance of Shares pursuant to any such exercise, the Company may make appropriate provision for tax withholding with respect to any exercise of the Option including, without limitation, (i) withholding such amount that the Company deems appropriate from any compensation or other amounts due him from the Company or any Subsidiary, (ii) requiring the Optionee to provide the Company with funds in the amount the Company deems appropriate, and (iii) in the Committee's discretion, paying such taxes pursuant to a "cashless withholding" procedure.

FMSA HOLDINGS INC.

By: /s/ David J. Crandall

Name: David J. Crandall

Title: VP, General Counsel, Secretary

Exhibit 10.11

FMSA HOLDINGS INC.
LONG TERM INCENTIVE COMPENSATION PLAN

Amended and Restated as of September 11, 2014

SECTION I
PURPOSE

1.1 Purpose of the Plan .

The purpose of the FMSA Holdings Inc. Long Term Compensation Plan (the "Plan") is to attract, retain and motivate high-caliber key employees of the Company, to compensate them for their contributions to the growth and profits of the Company, and to provide competitive long-term compensation to Participants that aligns their interests with shareholder interests and provides Participants greater incentive to serve and promote the interests of the Company and its shareholders. The premise of the Plan is that, if such Participants acquire a proprietary interest in the business of the Company or increase such proprietary interest as they may already hold, then the incentive of such Participant to work toward the Company's continued success will be commensurately increased

1.2 Effectiveness of the Plan .

The Plan shall become effective on April 20, 2006. The Plan, as so amended, will remain in effect until the earlier of the termination date set forth in Section 11.2 or such time as it is amended or terminated by the Committee or the Board in accordance with the terms of Section 11.1

SECTION II
DEFINITIONS

Unless the context indicates otherwise, the following terms have the meanings set forth below:

2.1 " Award " means Stock Option or Stock Appreciation Right granted pursuant to this Plan.

2.2 " Award Agreement " means a written agreement (whether in hard copy or in an electronic form approved by the Committee) between the Company and a Participant evidencing the terms and conditions of an individual Award grant. Each Award Agreement shall be subject to the terms and conditions of the Plan.

2.3 " Base Price " means an amount for each share of Common Stock, as determined by the Committee, provided such amount is not less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Grant Date.

2.4 " Board " means the Board of Directors of the Company.

2.5 " Change in Control " means the occurrence of any of the following events:

(a) any "person" or "group (as those terms are used in Section 13(d) and 14(d) of the Act) becomes the "beneficial owner" (as such term is defined in Rule 13(d)-3 promulgated under the Act) (a "Beneficial Owner"), directly or indirectly, of securities of the Company representing 50% or more of the combined voting power of the Company's then outstanding voting securities;

(b) the consummation by the Company of a merger or consolidation of the Company with any other Person (other than a merger or consolidation which would result in all or a portion of the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation) or the shareholders of the Company approve a plan of complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets;

(c) During any period of two consecutive years, individuals who were members of the Board at the beginning of such period (together with any individuals who become members of the Board after the beginning of such period whose election to the Board or whose nomination for election by the shareholders of the Company was approved by a vote of at least a majority of the directors then still in office who were either members of the Board at the beginning of such period or whose election as a member of the Board was previously so approved) for any reason cease to constitute a majority of the Board then in office; or

(d) Any other events determined by the Committee or the Board to constitute a Change in Control.

2.6 " Class A Common Stock " or "Common Stock" means shares of Class A Common Stock, $.01 par value per share, of the Company.

2.7 " Code " means the Internal Revenue Code of 1986, as amended from time to time, and any successor statute.

2.8 " Committee " means the Compensation Committee appointed by the Board. Committee members need not be members of the Board.

2.9 " Company " means FMSA Holdings Inc., a Delaware corporation and any successor thereto which shall maintain this Plan.

2.10 " Employee " means an employee of the Company or any Subsidiary.

2.11 " Fair Market Value " as of a given date means the Fair Market Value of a share of Class A Common Stock based on a valuation by an independent appraisal that meets the requirements of Section 401(a)(28)(C) of the Code and the regulations thereunder as of a

date that is no more than 12 months before the relevant transaction date to which the valuation is applied; provided, however, if at the time the determination of fair market value is made, those shares are admitted to trading on a national securities exchange for which sales prices are regularly reported the fair market value of those shares shall not be less than the mean of the high and low asked or closing sales price reported for the stock on that exchange on the day or most recent trading day preceding the date on which the Award is granted. For purposes of this Section 2.11, the term "national securities exchange" shall include the National Association of Securities Dealers Automated Quotation System and the over-the-counter market.

2.12 " Grant Date " as used with respect to Awards, means the date as of which such Awards are granted by the Committee pursuant to the Plan.

2.13 " Member of the Board " means a member of the Board of Directors of the Company.

2.14 " Officer " means a person holding any office of the Company or any Subsidiary, whether or not such person is an Employee.

2.15 " Optionee " means any Participant to whom a Stock Option has been granted pursuant to this Plan.

2.16 " Option Price " means the amount for each share of Common Stock deliverable upon the exercise of an Option as determined by the Committee, provided such amount is not less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Grant Date.

2.17 " Participant " means any Employee, Officer or Member of the Board, designated by the Committee pursuant to Section V hereof to receive Awards.

2.18 " Plan " means this instrument, the FMSA Holdings Inc. Long Term Incentive Plan, as may be amended from time to time.

2.19 " Stock Appreciation Right " or " SAR " means an award entitling the Participant to the positive difference, if any, between the Fair Market Value of the Common Stock on the exercise date and the Base Price multiplied by the number of SAR shares exercised.

2.20 " Stockholders Agreement " means the Stockholders Agreement, dated October 29, 2004 by and among the Company and each of the stockholders of the Company.

2.21 " Stock Option " or " Option " means an option to purchase Common Stock granted by the Committee pursuant to the Plan as a nonqualified stock option not intended to conform to the requirements of Section 422 of the Code.

2.22 " Subsidiary " means any corporation at least 50% of the voting stock of which is owned directly or indirectly by the Company.

SECTION III
ADMINISTRATION OF THE PLAN

3.1 The Committee .

The Plan shall be administered by the Committee. The Committee shall consist of no fewer than three (3) members, who shall be designated by the Board. Members of the Committee shall not be ineligible to participate in the Plan solely by reason of such membership. A majority of the Committee shall constitute a quorum, and the acts of a majority of the members present at any meeting at which a quorum is present, or acts approved in writing by all of the members, shall constitute acts of the Committee.

3.2 Authority of the Committee .

The Committee shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

(a) To determine from time to time which of the persons eligible under the Plan shall be granted Awards; when and how each Award shall be granted; what type or combination of types of Awards shall be granted; the provisions of each Award granted (which need not be identical), including the time or times when a person shall be permitted to receive Common Stock pursuant to an Award; and the number of shares of Common Stock with respect to which an Award shall be granted to each such person.

(b) To construe and interpret the Plan and Awards granted under it, and to establish, amend and revoke rules and regulations for its administration. The Board, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan or in any Award Agreement, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(c) To amend the Plan or an Award as provided in the Plan.

(d) Generally, to exercise such powers and to perform such acts as the Committee deems necessary, desirable, convenient or expedient to promote the best interests of the Company that are not in conflict with the provisions of the Plan.

(e) To authorize any person to execute on behalf of the Company any instrument required to affect the grant of an Award previously granted by the Committee.

(f) To determine whether Awards will be settled in shares of Common Stock, cash or in any combination thereof.

(g) To impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by a Participant or other subsequent transfers by the Participant of any shares of Common Stock issued as a result of or under an Award, including, without limitation, (i) restrictions under an insider trading policy and (ii) restrictions as to the use of a specified brokerage firm for such resales or other transfers.

3.3 Decisions Binding.

Any decision made or action taken by the Committee in connection with the administration, interpretation, and implementation of the Plan and of its rules and regulations, shall, to the extent permitted by law, be conclusive and binding upon all Participants under the Plan and upon any person claiming under or through such a Participant. Neither the Committee nor any of its members shall be liable for any act taken by the Committee pursuant to the Plan. No member of the Committee shall be liable for the act of any other member.

SECTION IV
SHARES SUBJECT TO THE PLAN

4.1 Shares Available .

Subject to the provisions of Section 4.2, the aggregate number of shares of Common Stock for which Awards may be granted under the Plan shall be _____shares of Common Stock. Either treasury or authorized and unissued shares of Common Stock, or both, in such amounts, within the maximum limits of the Plan, as the Committee shall from time to time determine, may be so issued. All shares of Common Stock which are the subject of any lapsed, expired or terminated Awards shall be available for the granting of additional Awards under the Plan. All shares purchased pursuant to the exercise of Awards granted under the Plan which are subsequently repurchased by the Company shall likewise be available for the granting of additional Awards under the Plan.

4.2 Adjustments; Business Combinations .

In the event that, subsequent to the date of adoption of the Plan by the Board, the outstanding shares of Common Stock are, as a result of a stock split, stock dividend, combination or exchange of shares, exchange for other securities, reclassification, reorganization, redesignation, merger, consolidation, recapitalization or other such change, including without limitation any transaction described in Section 424(a) of the Code, increased or decreased or changed into or exchanged for a different number or kind of shares of stock or other securities of the Company, then (i) there shall automatically be substituted for each share of Common Stock subject to an unexercised Award granted under the Plan and each share of Common Stock available for additional grant under the Plan the number and kind of shares of stock or other securities into which each outstanding share of Common Stock shall be exchanged, (ii) the price per share of Common Stock or unit of securities shall be increased or decreased proportionately so that the aggregate purchase price for the securities subject to an Award shall remain the same as immediately prior to such event, and (iii) the Committee shall make such other adjustments to the securities subject to an Award, the provisions of the Plan, and any Award Agreements as may be appropriate and equitable and any such adjustment shall be final, binding and conclusive as to each Participant. Any such adjustment shall provide for the elimination of fractional shares.

SECTION V
ELIGIBILITY

Subject to the restrictions contained herein, Awards may be granted, from time to time, to any Employee, Officer or Member of the Board as the Committee may select in its sole discretion. The Committee may grant more than one Award to the same Participant.

SECTION VI
STOCK OPTIONS

6.1 Grant of Stock Options.

Options may be granted to Participants, subject to the provisions of the Plan, at any time and from time to time, as determined in the sole discretion of the Committee. The Committee shall in its sole discretion, determine the number of Options granted to each Participant.

6.2 Option Price .

Each grant of an Option will have an Option Price which is determined at the discretion of the Committee at the time of grant. In no event will the Option Price be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Grant Date.

6.3 Exercise of Options .

Options granted under the Plan shall be exercisable at such times, and subject to such restrictions and conditions, as the Committee shall determine in its sole discretion subject to Plan Section 8 and the applicable Award Agreement. Upon satisfaction of any such restrictions and conditions, a person may elect to exercise an Option, in whole or in part, at any time prior to the expiration of the Option, subject to the tax withholding provisions of Section 8 hereof, by (i) giving written notice of such election to the Company in such form as the Committee may require, (ii) submitting an executed counterpart to the Stockholders Agreement, and (iii) either (a) delivering a cash payment in full for the Shares, or (b) in the Committee's discretion, paying the exercise price pursuant to a "cashless exercise" procedure.

6.4 Expiration of Options .

Each Option shall terminate upon the first to occur of the events listed in this section:

(a) the date for termination of such Option set forth in the Award Agreement applicable to such Option;

(b) the expiration of ten (10) years from the date such Option was granted;

(c) the expiration of one year from the date of the Participant's death;

(d) the expiration of thirty (30) days from the date of the Participant's separation of service within one year of a Change in Control.

(e) immediately upon the date such Participant ceases to be an Employee, an Officer, or a Member of the Board, unless such Participant ceases to be an Employee, an Officer, or a Member of the Board by reason of death or separation of service within one year of a Change in Control.

SECTION VII
STOCK APPRECIATION RIGHTS

7.1 Grant of SARs.

SARs may be granted to Participants, subject to the provisions of the Plan, at any time and from time to time, as determined in the sole discretion of the Committee. The Committee shall in its sole discretion, determine the number of SARs granted to each Participant.

7.2 Base Price .

Each SAR will have a Base Price which is determined at the discretion of the Committee at the time of grant. In no event will the Base Price be less than one hundred percent (100%) of the Fair Market Value of a share of Common Stock on the Grant Date.

7.3 Exercise of SARs .

SARs granted under the Plan shall be exercisable at such times, and subject to such restrictions and conditions, as the Committee shall determine in its sole discretion subject to Plan Section 8 and the applicable Award Agreement. Upon satisfaction of any such restrictions and conditions, a person may elect to exercise a SAR, in whole or in part, at any time prior to the expiration of the SAR, subject to the tax withholding provisions of Section 8.4 hereof, by (i) giving written notice of such election to the Company in such form as the Committee may require, and (ii) submitting an executed counterpart to the Stockholders Agreement if such SAR is payable in shares of Common Stock.

7.4 Payment of SAR Amount .

Upon exercise of a SAR, a Participant, or in the event of a Participant's death the Participant's legal representative, shall be entitled to receive payment from the Company in an amount determined by multiplying (i) the difference between the Fair Market Value of a Share on the date of exercise over the Base Price; multiplied by (ii) the number of shares with respect to which the SAR is exercised.

7.5 Payment upon Exercise of SAR .

At the discretion of the Committee, and as may be specified in the Award Agreement, payment for a SAR may be in cash, Shares or a combination thereof.

7.6 Expiration of SARs .

Each SAR shall terminate upon the first to occur of the events listed in this section:

(a) the date for termination of such SAR set forth in the Award Agreement applicable to such SAR;

(b) the expiration of ten (10) years from the date such SAR was granted;

(c) the expiration of one year from the date of the Participant's death;

(d) the expiration of thirty (30) days from the date of the Participant's separation of service within one year of a Change in Control.

(e) immediately upon the date such Participant ceases to be an Employee, an Officer, or a Member of the Board, unless such Participant ceases to be an Employee, an Officer, or a Member of the Board by reason of death or separation of service within one year of a Change in Control.

SECTION VIII
OTHER MATTERS RELATED TO AWARDS

8.1. Vesting Events.

Awards granted under the Plan shall vest at such times, and be subject to such restrictions and conditions, as the Committee shall determine in its sole discretion.

8.2. Special Vesting Events.

Regardless of any vesting conditions established by the Committee, any unvested Awards shall vest immediately and full upon the date of (i) the Participant's death or (ii) a Change in Control event of the Company.

8.3. Restrictions on Transfer.

No Award (or any rights thereunder) granted to any person under the Plan may voluntarily or involuntarily be transferred by operation of law or otherwise, and all Awards (and any rights thereunder) will be exercisable only by and payable only to the Participant or the Participant's legal representative. Any transfer in violation of the terms of this Section 8.3 shall be void.

8.4. Withholding of Taxes

As a condition of delivery of Common Stock upon the exercise of an Option or SAR, the Company shall be entitled to require that the Participant satisfy federal, state and local tax withholding requirements as follows:

(a) Cash Remittance. Whenever Common Stock is to be issued upon the exercise of an Option or SAR, the Company shall have to right to require the Participant to remit to the Company in cash an amount sufficient to satisfy federal, state, and local withholding tax requirements, if any, attributable to such exercise or payment, prior to the delivery of any certificate or certificates for such shares. In addition, the Company shall have the right to withhold from any cash payment required to be made pursuant thereto and amount sufficient to satisfy the federal, state, and local withholding tax requirements.

(b) Share Withholding or Cashless Withholding. In lieu of the remittance required by Section 8.4 (a) hereof or, if greater, the Participant's estimated federal, state, and local tax obligations associated with an Award hereunder, a Participant who is granted an Award may, to the extent approved by the Committee, (i) irrevocably elect by written notice to the Company at the office of the Company designated for that purpose, to have the Company withhold from any Award hereunder Common Stock having a Fair Market Value as of the date on which such tax is determined equal to the amount to be withheld, if any, rounded up to the nearest whole share attributable to such exercise or (ii) pay such amount pursuant to a "cashless withholding" procedure.

8.5. Effect of Dissolution, Liquidation and Certain Mergers .

Upon the dissolution or liquidation of the Company, each outstanding Award shall terminate. Upon (i) the occurrence of a merger or consolidation in which the Company is not the surviving corporation or (ii) a merger or consolidation in which the shares of Common Stock of the Company are converted into cash or other consideration (other than stock or securities of the Company), each outstanding Award shall not terminate but shall be subject to such adjustment or amendment as the Committee may deem appropriate, equitable and in compliance with applicable law, and any such adjustment shall be final, binding and conclusive as to each Participant.

SECTION IX
RESTRICTIONS ON TRANSFERABILITY OF CLASS A COMMON STOCK

All Common Stock subject to Awards granted under the Plan shall be subject to transfer restrictions and other rights, terms and provisions contained in the By-laws of the Company and the Stockholders Agreement, both of which are hereby incorporated herein by reference. Such transfer restrictions and other rights, terms and provisions shall be communicated to each Participant upon grant of an Award and may be amended thereafter by the Committee only in such manner as consented to in writing by the Participant. All share certificates issued pursuant to an Award under the Plan may be stamped or otherwise imprinted with legends enumerating the restrictions on sale or transfer set forth in the Stockholders Agreement.

SECTION X
MISCELLANEOUS PROVISIONS

10.1 Award Agreements Need Not Be Identical .

The form and substance of Award Agreements, whether granted at the same or different times, need not be identical.

10.2 No Right to Continued Employment .

Nothing in the Plan or in any Award Agreement shall confer upon any Participant any right to continue in the employ of the Company or a Subsidiary, or to serve as an Officer or a Member of the Board, or to be entitled to receive any remuneration or benefits not set forth in the Plan or such Award Agreement, or to interfere with or limit either the right of the Company or a Subsidiary to terminate his employment or remove him from his office at any time or the right of the shareholders of the Company or a Subsidiary to remove him as a Member of the Board with or without cause.

10.3 Rights As A Shareholder .

Nothing contained in the Plan or in any Award Agreement shall be construed as entitling any Participant to any rights of a shareholder as a result of the grant of an Award until such time as shares of Common Stock are actually issued to such Participant pursuant to the terms of the Award Agreement.

10.4 Successors In Interest .

The Plan shall be binding upon the successors and assigns of the Company.

10.5 No Liability Upon Distribution Of Shares .

The liability of the Company under the Plan and any distribution of shares of Common Stock made hereunder is limited to the obligations set forth herein with respect to such distribution and no term or provision of the Plan shall be construed to impose any liability on the Company or the Committee in favor of any person with respect to any loss, cost or expense which the person may incur in connection with or arising out of any transaction in connection with the Plan.

10.6 Use Of Proceeds .

The cash proceeds received by the Company from the issuance of shares of Common Stock pursuant to the Plan will be used for general corporate purposes.

10.7 Expenses .

The expenses of administering the Plan shall be borne by the Company.

10.8 Captions .

The captions and section numbers appearing in the Plan are inserted only as a matter of convenience. They do not define, limit, construe or describe the scope or intent of the provisions of the Plan.

10.9 Number .

The use of the singular or plural herein shall not be restrictive as to number and shall be interpreted in all cases as the context may require.

10.10 Gender .

The use of the feminine, masculine or neuter pronoun shall not be restrictive as to gender and shall be interpreted in all cases as the context may require.

10.11 Compliance with Internal Revenue Code Section 409A .

Notwithstanding any provision of this Plan or an Award Agreement to the contrary, if one or more of the payments or benefits received or to be received by a Participant pursuant to the Plan would constitute deferred compensation subject to Section 409A of the Code, and would cause the Participant to incur any penalty tax or interest under Section 409A of the Code or any regulations or Treasury guidance promulgated thereunder, the Company may reform such provisions to maintain to the maximum extent practicable the original intent of the applicable provision without violating the provisions of Section 409A of the Code' provided, however, that if no reasonably practicable reformation would avoid the imposition of any penalty tax or interest under Section 409A of the Code, no payment or benefit will be provided under the Plan, or the Award Agreement, and the Award will be deemed null, void and of no force and effect, and the Company shall have no further obligation with respect to the Award or the failure to issue any shares of Common Stock or other compensation hereunder.

SECTION XI
AMENDMENT OR TERMINATION THE PLAN

11.1 Amendment .

The Committee is authorized to interpret the Plan and from time to time adopt any rules and regulations for carrying out the Plan that it may deem advisable. Except as otherwise provided herein or in an Award Agreement, subject to the approval of the Board, the Committee may at any time amend, modify, suspend or terminate the Plan.

11.2 Termination of the Plan .

The Plan shall terminate on ten years from the Effective date of the Plan and thereafter no Awards shall be granted under the Plan. All Awards outstanding at the time of termination of the Plan shall continue in full force and effect according to the terms of the Award Agreements governing such Awards and the terms and conditions of the Plan.

FMSA Holdings Inc. hereby adopts this long term incentive compensation plan for the benefit of certain persons and subject to the terms and provisions set forth above.

Exhibit 10.12

FML HOLDINGS, INC.
LONG TERM INCENTIVE PLAN

FORM OF STOCK OPTION AWARD AGREEMENT

This AWARD AGREEMENT (the "Agreement") is entered into as of this ____day of _____, 20 ____, by and between FML Holdings, Inc., a Delaware corporation (the "Company"), and _____(the "Optionee"). This Agreement is made under the terms of the FML Holdings, Inc. Long Term Incentive Compensation Plan, ("the Plan"). The Plan, as it may hereafter be amended and continued, is incorporated herein by reference and made a part of this Agreement and shall control the Options and obligations of the Company and the Optionee under this Agreement. Except as otherwise provided, terms used herein shall have the meaning provided in the Plan.

1. Grant of Option . The Company hereby grants to the Optionee the right and option to purchase _____shares of the Company's Class A Common Stock pursuant to the terms and conditions stated herein and in the Plan. Optionee has reviewed such Plan and agrees to be bound by the terms, conditions and restrictions set forth therein as to the exercise of such options. Such option shall be exercisable by Optionee at a price of _____per share, the current Fair Market Value of such shares.

2. Nonstatutory Stock Option Character . The Company and the Optionee agree that the Options granted hereunder are designated as nonstatutory stock options and are not intended to comply with the requirements and limitations applicable to statutory options granted under Section 422A of the Internal Revenue Code.

3 Term and Vesting of Option . The term of the Option shall be for a period of ten (10) years from the date of this Agreement and, subject to the terms and provision hereof and the Plan, the Option shall vest and first become exercisable (subject to early exercise pursuant to Section 8.2 of the Plan and are exercisable at any time thereafter prior to termination or expiration as provided for by this Agreement and by the Plan) on the fifth anniversary of the Grant Date.

4. Expiration of Option . The Option shall terminate on the earliest to occur of the following:

(a) the expiration of ten (10) years from the date of this Agreement;

(b) the expiration of one (1) year from the date of the Optionee's death;

(c) the expiration of thirty (30) days from the date of the Optionee's separation of service within one year of a Change in Control;

(d) immediately upon the date such Optionee ceases to be an Employee, an Officer, or a Member of the Board, unless such Optionee ceases to be an Employee, an Officer, or a Member of the Board by reason of death or separation of service within one year of a Change in Control.

5. Exercise of Option . The Option may be exercised by delivering to the Chairman of the Board or the President of the Company at its principal office, 11833 Ravenna Road, Chardon, Ohio, 44024, (1) a completed Notice of Exercise of Option setting forth the number of shares with respect to which the Option is being exercised, (2) an executed Counterpart Signature Page to Stockholders

Agreement and (3) payment in full for the exercise of the Options. Such payment shall be made by certified or cashier's check payable to the Company in the amount of the aggregate purchase price for such shares.

6. Issuance of Share Certificates . Subject to the last sentence of this Section 6 of this Agreement and the tax withholding provisions of Section 8 of the Plan, upon receipt by the Company prior to expiration of the Option of the three items listed in Section 5 of this Agreement (and, with respect to any Option exercised pursuant to Section 8 of this Agreement hereof by someone other than the Optionee, proof satisfactory to the Committee of the right of such person to exercise the Option), the Company shall promptly cause to be made or otherwise delivered to the Optionee (or such other person having the right to exercise the Option), a certificate for the number of share of Class A Common Stock so purchased. The Optionee shall not have any of the rights of a shareholder with respect to the shares of Common Stock which are subject to the Option unless and until a certificate representing such shares of Common Stock is issued pursuant to the valid exercise of the Option. The Company shall not be required to issue any certificates for shares of Common Stock upon the exercise of the Option prior to (i) obtaining any approval from any governmental agency which the Committee shall, in its sole discretion, determine to be necessary or advisable, (ii) the admission of such shares of Common Stock to listing on any national securities exchange on which the shares may be listed, and (iii) completion of any registration or other qualification of the shares under any state or federal law or ruling or regulations of any governmental body which the Committee shall, in its sole discretion, determine to be necessary or advisable, or the determination by the Committee, in its sole discretion, that any registration or other qualification of the shares is not necessary or advisable.

7. Other Provisions Relating to Common Stock . All shares of Common Stock purchased pursuant to the exercise of any Option shall be subject to all of the transfer restrictions and other rights, terms and provisions contained in the Plan, as it may be amended from time to time, and the Optionee (and, with respect to any Option exercised pursuant to Section 8 of this Agreement hereof by someone other than the Optionee, such other person or entity) hereby acknowledges receipt of the same and agrees to be bound thereby, as it may be amended from time to time. All shares issued pursuant to this Agreement shall bear such notation or other statement concerning the restrictions on such shares imposed by this Agreement (as contained in the Plan) as may be required by Delaware law in order to make such restrictions enforceable against the holder thereof, subsequent holders, and any potential or actual transferees of such shares. Such notation or statement shall include legends in substantially the following forms:

> "The securities represented hereby have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and neither the securities nor any interest therein may be offered, sold, transferred, pledged, or otherwise disposed of except pursuant to an effective registration statement under such act or such laws or an exemption from registration under such act and such laws, which, in the opinion of counsel satisfactory to FML Holdings, Inc., is available."

"The securities represented hereby are subject to the restrictions on transfer contained in (i) the By-Laws of FML Holdings, Inc. and (ii) a Stockholders Agreement by and among FML Holdings, Inc. and each of its stockholders. A copy of such By-Laws and such Stockholders Agreement are available for inspection at the offices of FML Holdings, Inc. or will be provided to the holder of this certificate upon written request delivered to FML Holdings, Inc."

8. Successors in Interest, Etc. This Agreement shall be binding upon and inure to the benefit of any successor of the Company. The Option shall not be transferable and may be exercised only during the lifetime of the Optionee and only by the Optionee, provided that a guardian or other legal representative who has been duly appointed for such Optionee may exercise the Option on behalf of the Optionee.

9. Investment Representation . Optionee hereby represents and warrants that any shares which may be acquired by virtue of the exercise of the Option shall be acquired for investment purposes only and not with a view to distribution or resale; provided, however, that this restriction shall become inoperative in the event a registration statement under the Securities Act of 1933, as amended (the "Act"), has become effective with respect to the shares which are subject to the Option or unless the Optionee establishes to the satisfaction of the Company that the offer or sale of the shares which are subject to the Option may lawfully be made without registration under the Act.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer, and the Optionee has hereunto set his hand, all as of the day and year first above written.

FML HOLDINGS, INC. ("Company")

By _____
Name:
Title

_____
Name:

AMENDMENT I TO THE
FMSA HOLDINGS INC. LONG TERM INCENTIVE COMPENSATION PLAN
STOCK OPTION AGREEMENT

This Amendment to the outstanding and unexercised Stock Option Award Agreement (the " ***Award Agreements*** ") used by FMSA Holdings Inc., a Delaware corporation (the " ***Company*** ") to grant stock option awards under the FMSA Holdings Inc. Long Term Incentive Plan (the " ***2006 Plan*** ") is effective as of September 11, 2014.

WHEREAS , the Company previously made grants of stock option awards under the 2006 Plan to certain individuals;

WHEREAS , the Company changed its name from FML Holdings, Inc. to FMSA Holdings Inc. and wishes to reflect that name change in the Award Agreements;

WHEREAS , holders of vested stock options of the Company (" ***Optionees*** "), including holders of stock options granted under the 2006 Plan, are allowed to exercise such stock options upon pricing of the initial public offering of the Company (the " ***Offering*** ") (the stock options so exercised on pricing, the " ***Exercised Options*** ") in order to sell shares received on such exercise (the " ***Underlying Shares*** ") in the Offering;

WHEREAS , Section 11.1, Section 3.2(b) and Section 3.2(c) of the 2006 Plan, as well as the opening recital of the Award Agreements, provide the board of directors of the Company (the " ***Board*** ") with the power to amend the 2006 Plan and the Award Agreements issued thereunder; and

WHEREAS , the Board has determined it would be in the best interest of the Company to allow Optionees to pay the exercise price for the Exercised Options granted under the 2006 Plan out of proceeds from the sale of the Underlying Shares in the Company's Offering (also referred to as a "cashless exercise").

NOW THEREFORE BE IT RESOLVED, that the Award Agreement shall be deemed to be amended such that (i) all references to the title of the 2006 Plan shall be changed from the "FML Holdings, Inc. Long Term Incentive Compensation Plan" to the "FMSA Holdings Inc. Long Term Incentive Compensation Plan" and (ii) all other references within such award agreements to "FML Holdings, Inc." shall now be references to "FMSA Holdings Inc."; and

FURTHER RESOLVED, that Section 5 of all Award Agreements issued under the 2006 Plan be deleted in its entirety and replaced with the following:

5. Exercise of Option . The Option may be exercised by delivering to the Chairman of the Board or the President of the Company at its principal office, 8834 Mayfield Road Chesterland, Ohio 44026, (1) a completed Notice of Exercise of Option setting forth the number of shares with respect to which the Option is being exercised, (2) an executed Counterpart Signature Page to Stockholders Agreement and (3) either (a) a cash payment in full for the exercise of the Options, or (b) in the Committee's discretion, payment pursuant to a "cashless exercise" procedure. Such payment in 3(a) shall be made by certified or cashier's check payable to the Company in the amount of the aggregate purchase price for such shares.

FMSA HOLDINGS INC.

By: /s/ David J. Crandall

Name: David J. Crandall

Title: VP, General Counsel, Secretary

Exhibit 10.14

FMSA HOLDINGS INC.
STOCK OPTION PLAN

Amended and Restated as of September 11, 2014

1. Purposes .

The Stock Option Plan (the " ***Plan*** ") of FMSA Holdings Inc. (the " ***Company*** "), adopted by the Board of Directors of the Company (the " ***Board*** ") on December 7, 2010 and amended and restated as of September 11, 2014 is intended to further the growth, development and financial success of the Company by providing incentives to those officers, key employees and key non-employees of the Company and its subsidiaries who have the capacity to contribute in substantial measure toward the growth and profitability of the Company and to assist the Company in attracting and retaining employees and directors with ability to make such contributions. Upon the adoption of the Plan, no further awards shall be granted under the FMSA Holdings Inc. Long-Term Incentive Compensation Plan (the " ***LTICP*** "). Awards outstanding under the LTICP and the FMSA Holdings Inc. Non-Qualified Stock Plan as of the date of the adoption of this Plan shall otherwise continue in effect in accordance with the terms of such plans pursuant to which they were granted.

2. Definitions .

As used in this Agreement, the following terms have the meanings set forth below:

" ***Affiliate*** ," when used with reference to any Person, shall mean any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Person specified. " ***Affiliates*** " of ASP shall not include corporations conducting an active trade or business or their parent corporations.

" ***ASP*** " shall mean (i) ASP FML Holdings, LLC and/or (ii) any other general or limited partnership, corporation or limited liability company having as a general partner, controlling equity holder or managing member (whether directly or indirectly) a Person who is a member of American Securities LLC or an Affiliate of any such Person.

" ***Cause*** " shall mean that:

(i) the Optionee has committed a deliberate and premeditated act against the interests of the Company including, without limitation, an act of fraud, embezzlement, misappropriation or breach of fiduciary duty against the Company, including, but not limited to, the offer, payment, solicitation or acceptance of any unlawful bribe or kickback with respect to the Company's business; or

(ii) the Optionee has been convicted by a court of competent jurisdiction of, or pleaded guilty or nolo contendere to, any felony or any crime involving moral turpitude; or

(iii) the Optionee has failed to perform or neglected the material duties incident to his employment with the Company on a regular basis; or

(iv) the Optionee has been chronically absent from work (excluding vacations, illnesses, Disability or leaves of absence approved by the Board); or

(v) the Optionee has refused, after explicit written notice, to obey any lawful resolution of or direction by the Board which is consistent with the duties incident to his employment with the Company; or

(vi) the Optionee has engaged in (x) the unlawful use (including being under the influence) or possession of illegal drugs on the Company's premises or (y) habitual drunkenness;

provided, however , that no termination shall be for Cause under clauses (iii) or (v) above until the Optionee shall have been provided an opportunity (not to exceed 30 days) to cure any act or failure to act alleged to constitute Cause after a written demand shall have been delivered to the Optionee specifying the alleged act or failure to act and the Optionee fails to cure such action or inaction. Any Voluntary Termination in anticipation of an involuntary termination of the Optionee's employment for Cause shall be deemed to be a termination for "Cause." In the event that an Optionee is party to an employment, severance or similar agreement with the Company or any of its Affiliates and such agreement contains a definition of "Cause," the definition of "Cause" set forth above shall be deemed replaced and superceded, with respect to such Optionee, by the definition of "Cause" used in such employment agreement.

" ***Code*** " shall mean the Internal Revenue Code of 1986, as amended.

" ***Committee*** " shall mean the Compensation Committee of the Board or, if no Committee has been appointed, the Board (acting by a majority).

" ***Common Stock*** " shall mean the shares of Class B non-voting common stock of the Company.

" ***Disability*** " shall mean a permanent and total disability as defined in Section 22(e)(3) of the Code.

" ***Eligible Participant*** " shall mean any Employee and Key Non-Employee.

" ***Employee*** " shall mean any employee (including any officer) of the Company or any subsidiary or Affiliate thereof.

" ***Exchange Act*** " shall mean the Securities Exchange Act of 1934, as amended.

" ***Fair Market Value*** " of a share of Common Stock on any date shall mean, (i) if the Common Stock is listed on a national stock exchange, the officially quoted closing price on such stock exchange, (ii) if the Common Stock is listed on the NASDAQ National Market, the officially quoted closing price on NASDAQ, (iii) if the Common Stock is listed on NASDAQ but not on the National Market, the average of the closing bid and asked prices reported by NASDAQ, in each case on the date as of which the value is to be determined (or if such date is not a trading day, as of the preceding trading day), or (iv) if the Common Stock is not listed on either a national stock exchange or NASDAQ, the fair market value shall be based upon the bi-annual valuation conducted by the Company, or, in the absence of such valuation, shall be as determined in good faith by the Board.

" ***Incentive Stock Option*** " shall mean an Option intended to meet the requirements of Section 422 of the Code.

" ***IPO*** " shall mean any issuance or sale of Shares in a public offering pursuant to an effective registration statement filed by the Company pursuant to the Securities Act, which yields net proceeds to the Company of at least $100,000,000 and at the time of which offering such Shares are or become listed on a national securities exchange or quoted in an over-the-counter market.

" ***Key Non-Employee*** " shall mean a non-employee director, consultant, or independent contractor of the Company or of an Affiliate who is designated by the Board or the Committee as being eligible to be granted one or more Options under the Plan. For purposes of this Plan, a non-employee director shall be deemed to include the employer or other designee of such non-employee director, if the non-employee director is required, as a condition of his or her employment, to provide that any Option granted hereunder be made to the employer or other designee.

" ***Nonqualified Stock Option*** " shall mean any Option which is not an Incentive Stock Option.

" ***Option*** " shall have the meaning set forth in Section 3 hereof.

" ***Option Agreement*** " shall mean an agreement to be entered into between the Company and an Optionee, which Agreement shall set forth the terms and conditions of the Options granted to such Optionee.

" ***Optionee*** " shall mean an Eligible Participant to whom an Option has been granted.

" ***Person*** " shall mean any individual, limited liability company, partnership, corporation, group, trust or other legal entity.

" ***Plan*** " shall mean this Stock Option Plan of the Company.

" ***Securities Act*** " shall mean the Securities Act of 1933, as amended.

" ***Share*** " shall mean a share of the Company's Common Stock.

" ***Stockholders' Agreement*** " shall mean the Company's Third Amended and Restated Stockholders' Agreement, dated as of August 5, 2010, as it may be amended, supplemented, restated or otherwise modified from time to time.

" ***Ten Percent Shareholder*** " shall mean any Optionee who owns Shares possessing more than 10% of the total combined voting power of the Company or any parent or subsidiary corporation within the meaning of Section 424 of the Code.

" ***Termination for Good Reason*** " means (i) a material diminution in Optionee's title, duties, authorities, or reporting responsibilities, without Optionee's prior consent or (ii) a reduction of Optionee's base salary without Optionee's prior consent. Notwithstanding the foregoing, no event described in the preceding sentence shall constitute Termination for Good Reason unless Optionee gives the Company notice of the event within the sixty (60) day period following the occurrence of such event and the Company fails to cure the event within thirty (30) days of receipt of such notice. In the event that the Optionee is party to an employment, severance or similar agreement with the Company or any of its subsidiaries and such agreement contains a definition of "Termination for Good Reason" or "Good Reason," as the case may be, the definition of "Termination for Good Reason" set forth above shall be deemed replaced and superceded, with respect to such Optionee, by the definition of "Termination for Good Reason" or termination for "Good Reason," as the case may be, contained in such employment agreement.

" ***Transaction*** " shall mean (i) the sale of all, or substantially all, of the Company's consolidated assets, including, without limitation, a sale of all or substantially all of the assets of the Company or any of its subsidiaries whose assets constitute all or substantially all of the Company's consolidated assets (or the sale of a majority of the outstanding Shares of voting capital stock of any subsidiary or subsidiaries whose consolidated assets so constitute), in any single transaction or series of related transactions; (ii) the purchase or other acquisition of outstanding Shares of the Company's voting securities by any entity, person or group of beneficial ownership, as that term is defined in Rule 13d-3 under the Exchange Act (other than the Company or one of its subsidiaries or employee benefit plans), in one or more transactions, such that the holder, as a result of such acquisition, now owns voting securities representing a majority of the outstanding voting power to elect directors of the Company; or (iii) any merger or consolidation of the Company with or into another corporation or entity unless, after giving effect to such merger or consolidation, the holders of the Company's voting securities (on a fully-diluted basis immediately prior to the merger or consolidation), own voting securities (on a fully-diluted basis) of the surviving or resulting corporation or entity representing a majority of the outstanding voting power to elect directors of the surviving or resulting corporation or entity in the same proportions that they held their shares prior to such merger.

" ***Voluntary Termination*** " means a resignation by the Optionee of his employment with the Company or any of its subsidiaries for any reason, other than a Termination for Good Reason.

3. Participation .

Any Eligible Participant who is granted an option (an "Option") to purchase Shares hereunder shall be a participant in the Plan.

4. Terms of Options .

4.1 Terms of Options .

(a) Type of Option . The Committee shall have the right to grant either or both of Incentive Stock Options and Nonqualified Stock Options, provided, however, that (i) no

Eligible Participant will be granted Incentive Stock Options which, when first exercisable during any calendar year (combined with all other incentive stock option plans of the Company) will permit such Eligible Participant to purchase Shares that have an aggregate Fair Market Value of more than $100,000 (determined as of the date the Option is granted); any Option granted in excess of such amount shall automatically be deemed to be a Nonqualified Stock Option; and (ii) Key Non-Employees may only be granted Nonqualified Stock Options.

(b) Exercise Price . The exercise price for the Shares subject to an Option, or the manner in which such exercise price is to be determined, shall be determined by the Committee, provided that the exercise price per Share of any Option shall be no less than Fair Market Value of a Share on the date of grant, and provided further that the exercise price per Share of any Incentive Stock Option granted to a Ten Percent Shareholder shall be no less than 110% of the Fair Market Value of a Share on such grant date.

(c) Term . Options shall be for such term as the Committee shall determine, provided that no Option that is an Incentive Stock Option shall be exercisable after the expiration of ten years from the date it is granted, and further provided that any Incentive Stock Option granted to a Ten Percent Shareholder shall have a term of no more than five years from the date of grant.

(d) Vesting . Options shall be exercisable in such installments (which need not be equal) and at such times as the Committee may determine in its sole discretion, and, as set forth in an Option Agreement. The vesting schedule may become exercisable over a period of years or become exercisable only if performance or other goals set by the Board are attained for Options, or may be a combination of both. To the extent not exercised, installments shall accumulate and may be exercised, in whole or in part, at any time after becoming exercisable, but not later than the date the Option expires. The Committee may accelerate the exercisability of an Option at any time, provided that the Committee may condition such acceleration of exercisability upon the Company's attainment of goals set forth in an Option Agreement.

(e) Exercise of Option After Termination of Employment or Service . Subject to the terms of any written employment agreement or as reflected in an Option Agreement, an Option granted under the Plan may be exercised by an Optionee only while he is an Employee or a Key Non-Employee, provided that any Options that are exercisable preceding an Optionee's (i) termination of employment as an Employee for any reason other than Cause or (ii) termination of service as a Key Non-Employee for any reason other than Cause, may remain exercisable for any period set by the Committee in the Option Agreement, and, further provided that if an Optionee dies while an Employee or a Key Non-Employee, or if his employment terminates as an Employee or his service terminates as a Key Non-Employee because of a Disability, the Optionee (or his beneficiary or personal representative, as applicable) may exercise the Option for the shorter of (x) twelve (12) months after such death or Disability and (y) the remaining term of the Option Agreement.

4.2 Nontransferability .

Unless otherwise permitted by the Code, by Rule 16b-3 of the Exchange Act and by the exception set forth under Section 12(g) of the Exchange Act (Release No. 34-56887), if

applicable, and approved in advance by the Committee, no Option granted hereunder shall be transferable by an Optionee otherwise than by will or the laws of descent and distribution, and an Option may be exercised during the lifetime of such Optionee only by the Optionee or his guardian or legal representative; provided, however that an Optionee may designate a beneficiary to exercise his Option or other rights under the Plan after his death and, in the discretion of the Committee, Options may be transferable pursuant to a Qualified Domestic Relations Order (" ***QDRO*** "), as determined by the Committee or its designee. Except as otherwise permitted herein, such Options shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attainment or similar process.

4.3 Method of Exercise .

An Option shall be exercised by delivery of a written notice (in person or by first class mail to the Secretary of the Company at the Company's principal executive office) which specifies the number of Shares to be purchased, specifies the date the Shares will be purchased, and is otherwise in accordance with the Option Agreement pursuant to which the Option was granted. The purchase price for any Shares purchased pursuant to the exercise of an Option shall be paid in full upon such exercise (a) in cash, by check or, at the discretion of the Board, upon such other terms and conditions as the Board shall approve, (b) by transferring previously owned Shares to the Company, (c) by having Shares withheld or (d) following an IPO or in the sole discretion of the Committee, pursuant to a "cashless exercise" procedure (provided, with respect to any exercise under (b), (c) or (d), that the Committee expressly approves such form of exercise in advance). Any Shares transferred to the Company as payment of the exercise price under an Option shall be valued at their Fair Market Value on the exercise date. If requested by the Committee, an Optionee shall deliver the Option Agreement evidencing the Option to the Secretary of the Company who shall endorse thereon a notation of such exercise and return such Option Agreement to the Optionee. Not less than one hundred (100) Shares may be purchased at any time upon the exercise of an Option unless the number of Shares so purchased constitutes the total number of Shares then purchasable under an Optionee's Option or the Committee determines otherwise, in its sole discretion. No Shares shall be issued until the Optionee who has exercised an Option executes the Stockholders' Agreement.

5. Administration .

5.1 Composition of the Committee .

The Plan shall be administered by the Committee, which shall consist of at least two members of the Board appointed by and serving at the pleasure of the Board; provided that if for any reason the Committee shall not have been appointed by the Board, all authority and duties of the Committee under the Plan shall be vested in and exercised by the Board. If the Company becomes a "publicly held corporation" (as defined under Section 162(m) of the Code), each Committee member must qualify as an "outside director" as such term is used in Section 162(m) of the Code, unless the Board determines otherwise, in its sole discretion. Appointment of Committee members shall be effective upon such member's acceptance of appointment. Committee members may resign at any time by providing thirty (30) days' advance written notice to the Board and may be removed by the Board at any time for any reason. Vacancies in the Committee shall be filled by the Board.

5.2 Duties and Powers of Committee .

Subject to the provisions hereof, the Committee shall have the sole and complete authority to determine which Eligible Participants shall be granted Options, the number of Shares to be covered by each Option, the exercise price therefor and the terms and conditions applicable to the exercise of the Option.

It shall be the duty of the Committee to conduct the general administration of the Plan in accordance with its terms and provisions. The Committee shall have the power to interpret the Plan and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee shall be binding upon all persons, including, but not limited to, the Company, stockholders, all subsidiaries, Employees, Key Non-Employees, Optionees and beneficiaries.

5.3 Committee Actions .

The Committee shall act by a majority of its members in office in attendance at a meeting at which a quorum is present or by a memorandum or other written instrument signed by all of the members of the Committee.

5.4 Compensation; Professional Assistance .

Members of the Committee shall receive such compensation for their services as members as may be determined by the Board. All expenses and liabilities incurred by members of the Committee in connection with the administration of the Plan shall be borne by the Company. The Committee may, with the approval of the Board, employ attorneys, consultants, accountants, appraisers, or other persons. The Committee, the Company and its officers and directors shall be entitled to rely upon the advice, opinions or valuations of any such persons.

5.5 Delegation of Authority .

The Committee may, in its sole and absolute discretion, delegate to any proper officer of the Company, or more than one of them, any or all of the administrative duties of the Committee under this Plan.

5.6 No Liability .

No member of the Board or the Committee, or director, officer or other Employee of the Company shall be liable, responsible or accountable in damages or otherwise for any determination made or other action taken or any failure to act by such person with respect to the Plan so long as such person is not determined to be guilty by a final adjudication of willful misconduct with respect to such determination, action or failure to act.

5.7 Indemnification .

To the fullest extent permitted by law, each member of the Board and the Committee and each director or officer of the Company shall be held harmless and be indemnified by the Company for any liability, loss (including amounts paid in settlement), damages or expenses (including reasonable attorneys' fees) suffered by virtue of any determinations, acts or failures to act, or alleged acts or failures to act, in connection with the administration of the Plan so long as such person is not determined by a final adjudication to be guilty of willful misconduct with respect to such determination, action or failure to act.

6. Shares Subject to the Plan .

6.1 Shares Subject to the Plan .

The maximum number of Shares that may be issued upon the exercise of Options granted under the Plan is _____. If the Company becomes a "publicly held corporation", as such term is defined under Section 162(m) of the Code, the aggregate number of Shares as to which Options may be granted in any one calendar year to any one Optionee shall not exceed _____. The Company shall make available for issuance such number of Shares for the purposes of the Plan, out of its authorized but unissued Shares or out of Shares held in the Company's treasury, or partly out of each. In the event that an Option expires or is terminated, unexercised, canceled or forfeited for any reason under the Plan, as to any Shares covered thereby, without the delivery of Shares, such Shares shall thereafter be again available for award pursuant to the Plan.

6.2 Effect of Changes in Company's Shares .

In the event that the Committee determines that any stock dividend, stock split, reverse stock split, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, split-up, spin-off, combination, exchange of shares, warrants or rights offering to purchase Shares at a price substantially below fair market value, or other similar corporate event affects the Shares such that an adjustment is required in order to preserve the benefits or potential benefits intended to be made available under the Plan, the Board shall, in its sole discretion, and in such manner as the Board may deem equitable, adjust any or all of (a) the number and kind of Shares subject to outstanding Options, and (b) the exercise price with respect to any outstanding Option and/or, if deemed appropriate, make provision for a cash payment to an Optionee, provided, however, that the number of Shares subject to any Option shall always be a whole number.

6.3 Effect of a Transaction .

In the event of a Transaction, the Company may, in its sole discretion and without the consent of the Participants, provide for one or more of the following: (i) the assumption of the Plan and the outstanding Options by the surviving corporation or its parent; (ii) the substitution by the surviving corporation or its parent of options with substantially the same terms for such outstanding Options; (iii) each Optionee be required to exercise all or any of the then outstanding Options held by such Optionee as of the closing of such Transaction or within such other period of time as prescribed by the Committee, to the extent that such Options are then exercisable in accordance with the terms of the Option Agreement pursuant to which such

Options were granted, and to the extent not so exercised (or not so exercisable as the case may be), all such Options shall be automatically forfeited and terminate as of the date of such Transaction or such other prescribed period of time; and (iv) settlement of the intrinsic value of the outstanding vested Options in cash or cash equivalents or equity followed by the cancellation of all such Options (whether or not then vested or exercisable).

7. Miscellaneous .

7.1 Effective Date; Term of Plan .

The Plan shall be effective as of December 7, 2010 (the " ***Effective Date*** "). Subject to the earlier termination pursuant to Section 7.2, the Plan shall continue in effect for ten years.

7.2 Amendment, Suspension or Termination of the Plan .

The Plan may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board. Neither the amendment, suspension nor termination of the Plan shall, without the consent of an Optionee, alter or impair any rights or obligations under any Option theretofore granted. No Options may be granted during any period of suspension nor after termination of the Plan, and in no event may any Options be granted under the Plan after the tenth anniversary of the Effective Date.

7.3 Amendment of Option .

The Committee may amend, modify or terminate any outstanding Option at any time prior to payment or exercise in any manner not inconsistent with the terms of the Plan, including, without limitation, (a) to change the date or dates as of which an Option becomes exercisable, or (b) to cancel or reissue an Option under such different terms and conditions as it determines appropriate; provided, however, that such amendment, modification, or termination may not be made by the Committee without the Optionee's consent if it would alter or impair any rights or obligations under any Option theretofore granted.

7.4 No Rights as Stockholder .

No Optionee shall be deemed to be or to have the rights and privileges of an owner of Shares unless and until certificates representing such Shares have been issued to such Optionee.

7.5 Effect of Plan Upon Other Compensation and Incentive Plans .

The adoption of the Plan shall not affect any other compensation or incentive plans in effect for the Company or any Affiliate. Nothing in the Plan shall be construed to limit the right of the Company or any Affiliate to establish any other forms of incentives or compensation for Employees or Key Non-Employees.

7.6 Regulations and Other Approvals .

(a) The obligation of the Company to sell or deliver Shares with respect to Options shall be subject to all applicable laws, rules and regulations, including all applicable federal and state securities laws, and the obtaining of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Committee.

(b) The Board may make such changes as may be necessary or appropriate to comply with the rules and regulations of any government authority.

(c) Each Option is subject to the requirement that, if at any time the Committee determines, in its sole discretion, that the listing, registration or qualification of Shares issuable pursuant to the Plan is required by any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the grant of an Option or the issuance of Shares, no Options shall be granted or Shares issued, in whole or in part, unless listing, registration, qualification, consent or approval has been effected or obtained free of any conditions as acceptable to the Committee.

(d) In the event that the disposition of Shares acquired pursuant to the Plan is not covered by a then current registration statement under the Securities Act, and is not otherwise exempt from such registration, such Shares shall be restricted against transfer to the extent required by the Securities Act or regulations thereunder, and the Committee may require any individual receiving Shares pursuant to the Plan, as a condition precedent to receipt of such Shares, to represent to the Company in writing that the Shares acquired by such individual are acquired for investment only and not with a view to distribution. The certificate for any Shares acquired pursuant to the Plan shall include any legend that the Committee deems appropriate to reflect any restrictions on transfer.

7.7 Governing Law .

The Plan and the rights of all persons claiming hereunder shall be construed and determined in accordance with the laws of the State of Delaware without giving effect to the choice of law principles thereof.

7.8 Mitigation of Excise Tax .

Unless otherwise provided for in the Option Agreement or in any other agreement between the Company (or an Affiliate) and the Optionee, if any payment or right accruing to a Participant under this Plan (without the application of this Section 7.8), either alone or together with other payments or rights accruing to the Optionee from the Company or an Affiliate would constitute a “parachute payment” (as defined in Section 280G of the Code and regulations thereunder), such payment or right shall be reduced to the largest amount or greatest right that will result in no portion of the amount payable or right accruing under the Plan being subject to an excise tax under Section 4999 of the Code or being disallowed as a deduction under Section 280G of the Code. The determination of whether any reduction in the rights or payments under this Plan is to apply shall be made by the Company. The Optionee shall cooperate in good faith with the Company in making such determination and providing any necessary information for this purpose.

7.9 Withholding of Taxes .

As a condition to the exercise of an Option and the continued holding of Shares received upon exercise of an Option, the Optionee shall pay to the Company, or make arrangements satisfactory to the Company regarding the payment of, any federal, state, or local taxes of any kind required by law or the Company to be withheld with respect to such amount. The obligations of the Company under the Plan shall be conditional on such payment or arrangements and the Company and its subsidiaries shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the Optionee. In its discretion, the Committee may permit an Optionee to satisfy withholding obligations (i) by delivering previously owned Shares, (ii) by electing to have Shares withheld, or (iii) through a "cashless withholding" procedure.

7.10 No Right to Continued Employment or Service .

Nothing in the Plan or in any award agreement shall confer upon any Employee or Key Non-Employee any right to continue in the employ or service of the Company or any subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which are hereby expressly reserved, to remove, terminate or discharge, as applicable, any Employee or Key Non-Employee at any time for any reason whatsoever, with or without Cause.

7.11 Titles; Construction .

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of the Plan. The masculine pronoun shall include the feminine and neuter and the singular shall include the plural, when the context so indicates.

7.12 Savings Clause .

This Plan is intended to comply in all respects with applicable law and regulations, including, (i) with respect to those Optionees who are officers or directors for purposes of Section 16 of the Exchange Act, Rule 16b-3 of the Securities and Exchange Commission, if applicable, (ii) Section 402 of the Sarbanes-Oxley Act, (iii) Code Section 409A, and (iv) with respect to executive officers, Code Section 162 (m). In case any one or more provisions of this Plan shall be held invalid, illegal, or unenforceable in any respect under applicable law and regulation (including Rule 16b-3 and Code Section 162(m) and Code Section 409A), the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the invalid, illegal, or unenforceable provision shall be deemed null and void; however, to the extent permitted by law, any provision that could be deemed null and void shall first be construed, interpreted, or revised retroactively to permit this Plan to be construed in compliance with all applicable law (including Rule 16b-3 and Code Section 162(m) and Code Section 409A) so as to foster the intent of this Plan. Notwithstanding anything herein to the contrary, with respect to Optionees who are officers and directors for purposes of Section 16 of the Exchange Act, no grant of an Option to purchase Shares shall permit unrestricted ownership of Shares by the Optionee for at least six (6) months from the date of the grant of such Option, unless the Board determines that the grant of such Option to purchase Shares otherwise satisfies the then current Rule 16b-3 requirements.

7.13 Required Financial and Other Information .

To the extent the Committee determines that there are five hundred (500) or more Optionees in this Plan and all similar plans, and that it desires to comply with the exemption set forth under Section 12(g) of the Exchange Act (Release No. 34-56887), the Committee shall provide each participant every six (6) months with the risk and financial information so required thereunder, and in the manner so required, in order to comply with such exemption.

Exhibit 10.15

FORM OF NONQUALIFIED STOCK OPTION AGREEMENT

This NONQUALIFIED STOCK OPTION AGREEMENT (this " ***Agreement*** "), dated as of (the " ***Grant Date*** "), is entered into between FML Holdings, Inc., a Delaware corporation (the " ***Company*** "), and the optionee named on the signature page hereto (the " ***Optionee*** "). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Plan (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Company has established the FML Holdings, Inc. Stock Option Plan (the " ***Plan*** ");

WHEREAS, the Optionee is being granted an option to purchase the number of shares of Class B non-voting common stock listed on the signature page hereto, of the Company (the " ***Shares*** "), on the terms and subject to the conditions set forth in this Agreement and in the Plan; and

WHEREAS, the Optionee either (i) is a party to the Stockholders' Agreement (as defined herein) or (ii) will become a party to the Stockholders' Agreement prior to the exercise of Options (as defined herein).

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained in this Agreement, the parties hereto agree as follows:

1. Definitions . As used in this Agreement, the following terms have the meanings set forth below:

" ***Cumulative EBITDA*** " shall mean, with respect to any fiscal year of the Company set forth on Schedule A to this Agreement, the actual aggregate amount of EBITDA of the Company and its consolidated subsidiaries for the period commencing on January 1, 2011, and ending on the last day of such fiscal year (with such period being treated as one accounting period for such purposes).

" ***Cumulative EBITDA Target*** " shall mean, with respect to any fiscal year of the Company set forth on Schedule A to this Agreement, the applicable amount set forth opposite such fiscal year on Schedule A .

" ***EBITDA*** " shall mean an amount equal to the Company's (i) net income for such period, plus , to the extent reducing net income in such period, the sum, without duplication, of amounts for (a) consolidated interest expense, (b) provisions for taxes based on income, profits or capital, (c) total depreciation and depletion expense, (d) total amortization expense, (e) non-recurring expenses or losses reducing net income for such period, (f) other non-cash charges reducing net income for such period including, for avoidance of doubt, option related expenses (but excluding any such non-cash charge to the extent that it represents an

accrual or reserve for potential cash charge in any future period or amortization of a prepaid cash charge that was paid in a prior period), minus (ii) other non-cash gains increasing net income for such period (excluding any such non-cash gain to the extent it represents the reversal of an accrual or reserve for potential Cash gain in any prior period), and minus (iii) all non-recurring gains increasing net income for such period.

" ***EBITDA Target*** " shall mean the EBITDA performance goals set forth on Schedule A attached hereto for each fiscal year of the Company.

" ***Exercise Notice*** " shall have the meaning ascribed to such term in Section 6 of this Agreement.

" ***Exercise Price*** " shall have the meaning ascribed to such term in Section 2 of this Agreement.

" ***Option Term*** " shall have the meaning ascribed to such term in Section 3 of this Agreement.

2. Grant of Option; Option Price.

(a) On the terms and subject to the terms and conditions of the Plan and this Agreement, the Company hereby grants to the Optionee the Option to purchase up to the number of Shares listed on the signature page hereto (the " ***Option Shares*** ") at an exercise price of $ _____ per Share, which is not less than Fair Market Value (the " ***Exercise Price*** ") as of the Grant Date. The foregoing notwithstanding, the Optionee acknowledges that the Company cannot and has not guaranteed that the Internal Revenue Service (" ***IRS*** ") will agree that the per Share Exercise Price of the Option equals or exceeds the Fair Market Value of a Share on the Grant Date in a later determination. The Optionee agrees that if the IRS determines that the Option was granted with a per Share Exercise Price that was less than the Fair Market Value of a Share on the Grant Date, the Optionee shall be solely responsible for any costs or tax liabilities related to such a determination. The Optionee acknowledges receipt of a copy of the Plan and acknowledges that the definitive records pertaining to the grant of this Option, and exercises of rights hereunder, shall be retained by the Company. The Option is not intended to be an "incentive stock option" within the meaning of Section 422 of the Code.

(b) The Company agrees that at all times there shall be made available for issuance upon exercise of the Option the Option Shares (or the remaining unexercised portion of the Option, if less) without regard to whether or the extent to which the Option is then exercisable, and that the par value of those Option Shares will at all times be less than the Exercise Price. The Company further represents and agrees that all Option Shares which may be issued upon the exercise of the Option will, upon issuance, be validly issued, fully paid and nonassessable and free from liens and charges arising from actions of the Company with respect to the issuance thereof.

3. Term . The term of the Option (the " ***Option Term*** ") shall commence on the Grant Date and expire on the tenth anniversary of the Grant Date, unless the Option shall theretofore have been terminated in accordance with the terms of this Agreement or the Plan.

4. Vesting .

(a) Unless accelerated as otherwise provided in this Section 4, the Option shall become fully (100%) exercisable as to all of the Option Shares on the seventh anniversary of the Grant Date, so long as the Optionee continues to be an Employee or Key Non-Employee at all times from the Grant Date through the seventh anniversary of the Grant Date.

(b) The percentage of the Option set forth on Schedule A shall become exercisable as of the last day of each fiscal year set forth on Schedule A , if (i) EBITDA for such fiscal year equals or exceeds the EBITDA Target set forth on Schedule A for such fiscal year, and (ii) the Optionee has been an Employee or Key Non-Employee at all times from the Grant Date through the last day of such fiscal year.

(c) If the Company fails to meet an EDITDA Target for a fiscal year, but meets the Cumulative EBITDA Target in that year or a later year (and the Optionee has been an Employee or Key Non-Employee at all times from the Grant Date through the last day of such later year), the applicable percentage of the Option which would have become exercisable pursuant to Section 4(b) shall become exercisable.

(d) Notwithstanding anything herein or in the Plan to the contrary, if an Optionee ceases to be an Employee or Key Non-Employee as the result of his or her death or Disability, the Optionee shall be eligible to vest in the percentage of the Option as set forth on Exhibit A for the year in which the Optionee's services terminate, to the extent the EBITDA Target or Cumulative EBITDA Target is attained for such year.

(e) Upon the consummation of a Transaction, any portion of the Option which is not yet exercisable shall immediately become exercisable in full, so long as the Optionee has been an Employee or Key Non-Employee at all times from the Grant Date through the Transaction.

5. Adjustments in EBITDA Targets . Should the Company consummate any mergers or acquisitions or divestitures (whether of assets or stock or other interests) or other extraordinary transactions, the Board will in good faith adjust the EBITDA Targets to take into account the effects of such transaction in order to obtain a substantially equivalent economic result under the Option. Any such adjustment by the Board shall be final and binding.

6. Procedure for Exercise .

(a) The Option may be exercised with respect to Shares that are exercisable, from time to time, in whole or in part, by delivery of a written notice (the " ***Exercise Notice*** ") from the Optionee to the Company at its principal executive office, at least ten (10) days before the date on which the Optionee wishes to exercise the Option, and shall: specify the number of Shares with respect to which the Optionee is exercising the Option; include any representations of the Optionee required under Section 10 hereof; and state the date upon which the Optionee desires to consummate the purchase of such shares (which date must be prior to the termination of the Option).

(b) Payment of the Exercise Price for the Shares (plus any applicable federal, state or local withholding taxes) shall be made (i) in cash, by check payable to the order of the Company (ii) by transferring previously owned Shares to the Company so long as such transfer does not result in any adverse accounting consequences to the Company, (iii) by having Shares withheld or (iv) pursuant to a "cashless exercise" procedure (provided that, with respect to the payment of any applicable federal, state or local withholding taxes under subsections 6(b)(ii), (iii), or (iv), the Committee, in its sole discretion, has expressly approved such form of payment in advance). Any Shares transferred to the Company as payment of the Exercise Price shall be valued at their Fair Market Value on the date of exercise of the Option.

(c) As a condition to the exercise of the Option and prior to the issuance of any Shares, the Optionee (or the representative of his estate) shall be required to execute the Stockholders' Agreement, unless the Board otherwise waives such requirement. In addition to the other restrictions contained in the Stockholders' Agreement, the Optionee (or the representative of his estate) acknowledges and agrees that he or she shall be subject to the repurchase rights set forth in Section 5 of the Stockholders' Agreement following the date the Optionee ceases to be an Employee or Key Non-Employee and any Shares acquired pursuant to the exercise of the Option shall be Call Option Securities under Section 5 of the Stockholders' Agreement.

7. Termination of Service . Any portion of the Option which is not exercisable upon the Optionee's termination of employment or other engagement with the Company or any of its Affiliates for any reason shall terminate as of the date on which such termination of employment or engagement occurs; provided that if the Optionee's employment or other engagement terminates for Cause, the Option, whether exercisable or nonexercisable, shall be deemed to have terminated as of the date of termination of employment or other engagement. Notwithstanding the foregoing, upon an Optionee's (i) termination of employment or other engagement due to death or Disability, the Optionee (or his representative) shall be entitled to exercise any then exercisable portion (including any portion which may become exercisable pursuant to Section 4(d) of this Agreement) of the Option for twelve months following such termination (or, with respect to any portion of the Option which becomes exercisable pursuant to Section 4(d), if later, until the date thirty (30) days following the date the Optionee is provided with written notice of the level of EBITDA Target attained for such year); provided, however, in no event shall the Option be exercisable after the expiration of the Option Term, or (ii) termination of employment or other engagement other than for Cause, death or Disability, the Optionee (or his representative) shall be entitled to exercise any then exercisable portion of the Option for three months after the date of termination, or the end of the Option Term, if earlier.

8. No Rights as a Stockholder . The Optionee shall not have any rights or privileges of a stockholder with respect to any of the Shares subject to the Option until the date of acceptance by the Company of payment for such Shares pursuant to the exercise of the Option in accordance with the terms and conditions set forth in this Agreement.

9. Additional Provisions Related to Exercise . In the event of the exercise of the Option at a time when there is not in effect a registration statement under the Securities Act relating to the Shares, the Optionee hereby represents and warrants, and by virtue of such

exercise shall be deemed to represent and warrant, to the Company that the Shares are being acquired for investment only and not with a view to the distribution thereof except in compliance with the Act, and the Optionee shall provide the Company with such further representations and warranties as the Board may reasonably require in order to ensure compliance with applicable federal and state securities, "blue sky" and other laws. No Shares shall be purchased upon the exercise of the Option unless and until the Company and/or the Optionee shall have complied with all applicable federal or state registration, listing and/or qualification requirements and all other requirements of law or of any regulatory agencies having jurisdiction.

10. Restriction on Transfer .

(a) The Option may not be transferred, pledged, assigned, hypothecated or otherwise disposed of in any way by the Optionee and may be exercised during the lifetime of the Optionee only by the Optionee. The Option shall not be subject to execution, attachment or similar process. Any attempted assignment, transfer, pledge, hypothecation or other disposition of the Option contrary to the provisions hereof, and the levy of any execution, attachment or similar process upon the Option, shall be null and void and without effect.

(b) All Shares issued to the Optionee upon exercise of the Option shall be subject to the restrictions contained in the Stockholders' Agreement.

11. Restrictive Legend . All stock certificates representing shares issued upon exercise of the Option shall, unless otherwise determined by the Board, have affixed thereto a legend substantially in the form set forth in the Stockholders' Agreement.

12. No Right to Employment . Nothing in the Option shall confer upon the Optionee any right to continue in the employ of the Company or any of its Affiliates or interfere in any way with the right of the Company or its Affiliates or stockholders, as the case may be, to terminate the Optionee's employment or to increase or decrease the Optionee's compensation at any time.

13. Notices . All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given and delivered if personally delivered or if sent by nationally recognized overnight courier by telecopy or by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

(a) if to the Company, at:

ASP FML Holdings, LLC
c/o American Securities, LLC
299 Park Avenue, 34 th Floor
New York, NY 10171
Attention: Matthew LeBaron and Eric Schondorf, Esq.
Facsimile No.: (212) 697-5524

and

FML Holdings, Inc.
Fairmount Minerals, Ltd
P.O. Box 87
11833 Ravenna Road
Chardon, Ohio 44024
Attention: Jenniffer D. Deckard, VP- Finance,
Treasurer and Assistant Secretary
Facsimile No.: 440-285-0707

with copy to:

Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Fax: (212) 836-8689
Attention: Emanuel S. Cherney, Esq.

(b) if to the Optionee, at the address most recently supplied to the Company and set forth in the Company's records, with a copy to his attorney at such address as shall have been provided to the Company;

or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such notice or communication shall be deemed to have been received (i) in the case of personal delivery, on the date of such delivery (or if such date is not a business day, on the next business day after the date received), (ii) in the case of nationally-recognized overnight courier, on the next business day after the date sent, (iii) in the case of telecopy transmission, when received (or if not sent on a business day, on the next business day after the date sent), and (iv) in the case of mailing, on the third business day following the date on which the piece of mail containing such communication is posted.

14. Waiver of Breach . The waiver by either party of a breach of any provision of this Agreement must be in writing and shall not operate or be construed as a waiver of any other or subsequent breach. Any of the provisions of this Agreement may be waived only by an instrument in writing executed by the party or parties whose rights are being waived.

15. Optionee's Undertaking . The Optionee hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on the Optionee pursuant to the provisions of this Agreement.

16. Amendment . Except as otherwise provided in the Plan, this Agreement may not be amended, terminated, suspended or otherwise modified except in a written instrument, duly executed by both parties. Waivers of or amendments to this Agreement shall be binding as against the Company only if approved by the Board.

17. Governing Law . This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to principles of conflicts of laws).

18. Counterparts . This Agreement may be executed in one or more counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

19. Entire Agreement . This Agreement and the Plan (and the other writings incorporated by reference herein) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior written or oral negotiations, commitments, representations and agreements with respect thereto.

20. Severability . In the event any one or more of the provisions of this Agreement should be held invalid, illegal or unenforceable in any respect in any jurisdiction, such provision or provisions shall be automatically deemed amended, but only to the extent necessary to render such provision or provisions valid, legal and enforceable in such jurisdiction, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

21. Successors and Assigns . This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, subject to the limitations set forth in Section 11 hereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Nonqualified Stock Option Agreement as of the date first written above.

FML HOLDINGS, INC.

By: _____
Name:
Title:

OPTIONEE

_____
Name:

OPTIONEE	NUMBER OF OPTION SHARES

Schedule A

Fiscal Year	EBITDA Target	Cumulative EBITDA Target	Vested Percentage

Exhibit 10.16

AMENDMENT I TO THE
FMSA HOLDINGS INC. STOCK OPTION PLAN
STOCK OPTION AGREEMENT

This Amendment to the outstanding and unexercised Nonqualified Stock Option Agreement (the " ***Award Agreements*** ") used by FMSA Holdings Inc., a Delaware corporation (the " ***Company*** ") to grant stock option awards under the FMSA Holdings Inc. Stock Option Plan (the " ***2010 Plan*** ") is effective as of September 11, 2014.

WHEREAS , the Company previously made grants of stock option awards under the 2010 Plan to certain individuals;

WHEREAS , the Company changed its name from FML Holdings, Inc. to FMSA Holdings Inc. and wishes to reflect that name change in the Award Agreements; and

WHEREAS , Section 7.2 and Section 7.3 of the 2010 Plan and Section 16 of the Award Agreement, provide the board of directors of the Company (the " ***Board*** ") with the power to amend the 2010 Plan and the Award Agreement.

NOW THEREFORE BE IT RESOLVED, that the Award Agreement shall be deemed to be amended such that (i) all references to the title of the 2010 Plan shall be changed from the "FML Holdings, Inc. Stock Option Plan" to the "FMSA Holdings Inc. Stock Option Plan" and (ii) all other references within such award agreements to "FML Holdings, Inc." shall now be references to "FMSA Holdings Inc."

FMSA HOLDINGS INC.

By: /s/ David J. Crandall

Name: David J. Crandall

Title: VP, General Counsel, Secretary

Exhibit 10.17

FMSA Holdings Inc.

2014 LONG TERM INCENTIVE PLAN

TABLE OF CONTENTS

FMSA Holdings Inc.

2014 Long Term Incentive Plan

1. **Purpose** . The purpose of the FMSA Holdings Inc. 2014 Long Term Incentive Plan (the "Plan") is to provide a means through which FMSA Holdings Inc., a Delaware corporation (the "Company"), and its Subsidiaries may attract and retain able persons as employees, directors and consultants of the Company, and its Subsidiaries, and to provide a means whereby those persons upon whom the responsibilities of the successful administration and management of the Company, and its Subsidiaries, rest, and whose present and potential contributions to the welfare of the Company, and its Subsidiaries, are of importance, can acquire and maintain stock ownership, or awards the value of which is tied to the performance of the Company, thereby strengthening their concern for the welfare of the Company, and its Subsidiaries, and their desire to remain employed. A further purpose of this Plan is to provide such employees, directors and consultants with additional incentive and reward opportunities designed to enhance the profitable growth of the Company. Accordingly, this Plan primarily provides for the granting of Incentive Stock Options, options which do not constitute Incentive Stock Options, Restricted Stock Awards, Restricted Stock Units, Stock Appreciation Rights, Dividend Equivalents, Bonus Stock, Other Stock-Based Awards, Annual Incentive Awards, Performance Awards, or any combination of the foregoing, as is best suited to the circumstances of the particular individual as provided herein.

2. **Definitions** . For purposes of this Plan, the following terms shall be defined as set forth below, in addition to such terms defined in Section 1 hereof:

(a) "Annual Incentive Award" means a conditional right granted to an Eligible Person under Section 8(c) hereof to receive a cash payment, Stock or other Award, unless otherwise determined by the Committee, after the end of a specified year.

(b) "Award" means any Option, SAR, Restricted Stock Award, Restricted Stock Unit, Bonus Stock, Dividend Equivalent, Other Stock-Based Award, Performance Award or Annual Incentive Award, together with any other right or interest granted to a Participant under this Plan.

(c) "Beneficiary" means one or more persons, trusts or other entities which have been designated by a Participant, in his or her most recent written beneficiary designation filed with the Committee, to receive the benefits specified under this Plan upon such Participant's death or to which Awards or other rights are transferred if and to the extent permitted under Section 10(b) hereof. If, upon a Participant's death, there is no designated Beneficiary or surviving designated Beneficiary, then the term Beneficiary means the persons, trusts or other entities entitled by will or the laws of descent and distribution to receive such benefits.

(d) "Board" means the Company's Board of Directors.

(e) "Bonus Stock" means Stock granted as a bonus pursuant to Section 6(f).

(f) “Change in Control” means the occurrence of any of the following events:

(i) A “change in the ownership of the Company” which shall occur on the date that any one person, or more than one person acting as a group, acquires ownership of stock in the Company that, together with stock held by such person or group, constitutes more than 50% of the total fair market value or total voting power of the stock of the Company; however, if any one person or more than one person acting as a group, is considered to own more than 50% of the total fair market value or total voting power of the stock of the Company, the acquisition of additional stock by the same person or persons will not be considered a “change in the ownership of the Company” (or to cause a “change in the effective control of the Company” within the meaning of Section 2(f)(ii) below) and an increase of the effective percentage of stock owned by any one person, or persons acting as a group, as a result of a transaction in which the Company acquires its stock in exchange for property will be treated as an acquisition of stock for purposes of this paragraph; provided, further, however, that for purposes of this Section 2(f)(i), any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company shall not constitute a Change in Control. This Section 2(f)(i) applies only when there is a transfer of the stock of the Company (or issuance of stock) and stock in the Company remains outstanding after the transaction.

(ii) A “change in the effective control of the Company” which shall occur on the date that either (A) any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) ownership of stock of the Company possessing 30% or more of the total voting power of the stock of the Company, except for any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company; or (B) a majority of the members of the Board are replaced during any twelve-month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of a “change in the effective control of the Company,” if any one person, or more than one person acting as a group, is considered to effectively control the Company within the meaning of this Section 2(f)(ii), the acquisition of additional control of the Company by the same person or persons is not considered a “change in the effective control of the Company,” or to cause a “change in the ownership of the Company” within the meaning of Section 2(f)(i) above.

(iii) A “change in the ownership of a substantial portion of the Company’s assets” which shall occur on the date that any one person, or more than one person acting as a group, acquires (or has acquired during the twelve month period ending on the date of the most recent acquisition by such person or persons) assets of the Company that have a total gross fair market value equal to or more than 40% of the total gross fair market value of all the assets of the Company immediately prior to such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets. Any transfer of assets to an entity that is controlled by the shareholders of the Company immediately after the transfer, as provided in guidance issued pursuant to the Nonqualified Deferred Compensation Rules, shall not constitute a Change in Control.

For purposes of this Section 2(f), the provisions of section 318(a) of the Code regarding the constructive ownership of stock will apply to determine stock ownership; provided, that, stock underlying unvested options (including options exercisable for stock that is not substantially vested) will not be treated as owned by the individual who holds the option. In addition, for purposes of this Section 2(f) and except as otherwise provided in an Award agreement, "Company" includes (x) the Company, (y) the entity for whom a Participant performs the services for which an Award is granted, and (z) an entity that is a stockholder owning more than 50% of the total fair market value and total voting power (a "Majority Shareholder") of the Company or the entity identified in (y) above, or any entity in a chain of entities in which each entity is a Majority Shareholder of another entity in the chain, ending in the Company or the entity identified in (y) above.

(g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, including regulations thereunder and successor provisions and regulations thereto.

(h) "Committee" means a committee of two or more directors designated by the Board to administer this Plan; provided , however , that, unless otherwise determined by the Board, the Committee shall consist solely of two or more directors, each of whom shall be a Qualified Member (except to the extent administration of this Plan by "outside directors" is not then required in order to qualify for tax deductibility under section 162(m) of the Code).

(i) "Covered Employee" means an Eligible Person who is a Covered Employee as specified in Section 8(e) of this Plan.

(j) "Dividend Equivalent" means a right, granted to an Eligible Person under Section 6(g), to receive cash, Stock, other Awards or other property equal in value to dividends paid with respect to a specified number of shares of Stock, or other periodic payments.

(k) "Effective Date" means the date occurring immediately prior to the effective date of the Qualifying Public Offering of Stock by the Company.

(l) "Eligible Person" means all officers and employees of the Company or of any of its Subsidiaries, and other persons who provide services to the Company or any of its Subsidiaries, including directors of the Company. An employee on leave of absence may be considered as still in the employ of the Company or any of its Subsidiaries for purposes of eligibility for participation in this Plan.

(m) "Exchange Act" means the Securities Exchange Act of 1934, as amended from time to time, including rules thereunder and successor provisions and rules thereto.

(n) "Fair Market Value" means, as of any specified date, (i) if the Stock is listed on a national securities exchange, the closing sales price of the Stock, as reported on the stock exchange composite tape on that date (or if no sales occur on that date, on the last preceding date on which such sales of the Stock are so reported); (ii) if the Stock is not traded on a national securities exchange but is traded over the counter at the time a determination of its fair market value is required to be made under the Plan, the average between the reported high and low bid and asked prices of Stock on the most recent date on which Stock was publicly traded; (iii) in the event Stock is not publicly traded at the time a determination of its value is required to

be made under the Plan, the amount determined by the Committee in its discretion in such manner as it deems appropriate, taking into account all factors the Committee deems appropriate including, without limitation, the Nonqualified Deferred Compensation Rules; or (iv) on the date of a Qualifying Public Offering of Stock, the offering price under such Qualifying Public Offering.

(o) "Incentive Stock Option" or "ISO" means any Option intended to be and designated as an incentive stock option within the meaning of section 422 of the Code or any successor provision thereto.

(p) "Incumbent Board" means the portion of the Board constituted of the individuals who are members of the Board as of the Effective Date and any other individual who becomes a director of the Company after the Effective Date and whose election or appointment by the Board or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Incumbent Board.

(q) "Nonqualified Deferred Compensation Rules" means the limitations or requirements of section 409A of the Code and the guidance and regulations promulgated thereunder.

(r) "Option" means a right, granted to an Eligible Person under Section 6(b) hereof, to purchase Stock or other Awards at a specified price during specified time periods.

(s) "Other Stock-Based Awards" means Awards granted to an Eligible Person under Section 6(i) hereof.

(t) "Participant" means a person who has been granted an Award under this Plan which remains outstanding, including a person who is no longer an Eligible Person.

(u) "Performance Award" means a right, granted to an Eligible Person under Section 8 hereof, to receive Awards based upon performance criteria specified by the Committee.

(v) "Person" means any person or entity of any nature whatsoever, specifically including an individual, a firm, a company, a corporation, a partnership, a limited liability company, a trust or other entity; a Person, together with that Person's Affiliates and Associates (as those terms are defined in Rule 12b-2 under the Exchange Act, provided that "registrant" as used in Rule 12b-2 shall mean the Company), and any Persons acting as a partnership, limited partnership, joint venture, association, syndicate or other group (whether or not formally organized), or otherwise acting jointly or in concert or in a coordinated or consciously parallel manner (whether or not pursuant to any express agreement), for the purpose of acquiring, holding, voting or disposing of securities of the Company with such Person, shall be deemed a single "Person."

(w) “Qualifying Public Offering” means the initial firm commitment underwritten public offering of Stock for cash where the shares of Stock registered under the Securities Act are listed on a national securities exchange.

(x) “Qualified Member” means a member of the Committee who is a “nonemployee director” within the meaning of Rule 16b-3(b)(3) and an “outside director” within the meaning of Treasury Regulation 1.162-27 under section 162(m) of the Code.

(y) “Restricted Stock” means Stock granted to an Eligible Person under Section 6(d) hereof, that is subject to certain restrictions and to a risk of forfeiture.

(z) “Restricted Stock Unit” means a right, granted to an Eligible Person under Section 6(e) hereof, to receive Stock, cash or a combination thereof at the end of a specified deferral period.

(aa) “Rule 16b-3” means Rule 16b-3, promulgated by the Securities and Exchange Commission under section 16 of the Exchange Act, as from time to time in effect and applicable to this Plan and Participants.

(bb) “Securities Act” means the Securities Act of 1933 and the rules and regulations promulgated thereunder, or any successor law, as it may be amended from time to time.

(cc) “Stock” means the Company’s Common Stock, par value $0.01 per share, and such other securities as may be substituted (or resubstituted) for Stock pursuant to Section 9.

(dd) “Stock Appreciation Rights” or “SAR” means a right granted to an Eligible Person under Section 6(c) hereof.

(ee) “Subsidiary” means with respect to the Company, any corporation or other entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by the Company.

3. **Administration** .

(a) Authority of the Committee . This Plan shall be administered by the Committee except to the extent the Board elects to administer this Plan, in which case references herein to the “Committee” shall be deemed to include references to the “Board.” Subject to the express provisions of the Plan and Rule 16b-3, the Committee shall have the authority, in its sole and absolute discretion, to (i) adopt, amend, and rescind administrative and interpretive rules and regulations relating to the Plan; (ii) determine the Eligible Persons to whom, and the time or times at which, Awards shall be granted; (iii) determine the amount of cash and/or the number of shares of Stock, as applicable Stock Appreciation Rights, Restricted Stock Units, Restricted Stock Awards, Dividend Equivalents, Bonus Stock, Other Stock-Based Awards, Annual Incentive Awards, Performance Awards, or any combination thereof, that shall be the subject of each Award; (iv) determine the terms and provisions of each Award agreement (which need not be identical), including provisions defining or otherwise relating to (A) the term and the period or periods and extent of exercisability of the Options, (B) the extent to which the transferability

of shares of Stock issued or transferred pursuant to any Award is restricted, (C) except as otherwise provided herein, the effect of termination of employment, or the service relationship with the Company, of a Participant on the Award, and (D) the effect of approved leaves of absence (consistent with any applicable regulations of the Internal Revenue Service); (v) accelerate the time of vesting or exercisability of any Award that has been granted; (vi) construe the respective Award agreements and the Plan; (vii) make determinations of the Fair Market Value of the Stock pursuant to the Plan; (viii) delegate its duties under the Plan (including, but not limited to, the authority to grant Awards) to such agents as it may appoint from time to time, provided that the Committee may not delegate its duties where such delegation would violate state corporate law, or with respect to making Awards to, or otherwise with respect to Awards granted to, Eligible Persons who are subject to section 16(b) of the Exchange Act or who are Covered Employees receiving Awards that are intended to constitute "performance-based compensation" within the meaning of section 162(m) of the Code; (ix) subject to Section 10(f), terminate, modify or amend the Plan; and (x) make all other determinations, perform all other acts, and exercise all other powers and authority necessary or advisable for administering the Plan, including the delegation of those ministerial acts and responsibilities as the Committee deems appropriate. Subject to Rule 16b-3 and section 162(m) of the Code, the Committee may correct any defect, supply any omission, or reconcile any inconsistency in the Plan, in any Award, or in any Award agreement in the manner and to the extent it deems necessary or desirable to carry the Plan into effect, and the Committee shall be the sole and final judge of that necessity or desirability. The determinations of the Committee on the matters referred to in this Section 3(a) shall be final and conclusive.

(b) Manner of Exercise of Committee Authority . At any time that a member of the Committee is not a Qualified Member, any action of the Committee relating to an Award granted or to be granted to an Eligible Person who is then subject to section 16 of the Exchange Act in respect of the Company where such action is not taken by the full Board, or relating to an Award intended by the Committee to qualify as "performance-based compensation" within the meaning of section 162(m) of the Code and regulations thereunder, may be taken either (i) by a subcommittee, designated by the Committee, composed solely of two or more Qualified Members, or (ii) by the Committee but with each such member who is not a Qualified Member abstaining or recusing himself or herself from such action; provided , however , that, upon such abstention or recusal, the Committee remains composed solely of two or more Qualified Members. Such action, authorized by such a subcommittee or by the Committee upon the abstention or recusal of such non-Qualified Member(s), shall be the action of the Committee for purposes of this Plan. Any action of the Committee shall be final, conclusive and binding on all Persons, including the Company, its Subsidiaries, stockholders, Participants, Beneficiaries, and transferees under Section 10(b) hereof or other persons claiming rights from or through a Participant. The express grant of any specific power to the Committee, and the taking of any action by the Committee, shall not be construed as limiting any power or authority of the Committee. The Committee may delegate to officers or managers of the Company or any of its Subsidiaries, or committees thereof, the authority, subject to such terms as the Committee shall determine, to perform such functions, including administrative functions, as the Committee may determine, to the extent that such delegation will not result in the loss of an exemption under Rule 16b-3(d)(1) for Awards granted to Participants subject to section 16 of the Exchange Act in respect of the Company and will not cause Awards intended to qualify as "performance-based compensation" under section 162(m) of the Code to fail to so qualify. The Committee may appoint agents to assist it in administering the Plan.

(c) Limitation of Liability . The Committee and each member thereof shall be entitled to, in good faith, rely or act upon any report or other information furnished to him or her by any officer or employee of the Company or any of its Subsidiaries, the Company's legal counsel, independent auditors, consultants or any other agents assisting in the administration of this Plan. Members of the Committee and any officer or employee of the Company or any of its Subsidiaries acting at the direction or on behalf of the Committee shall not be personally liable for any action or determination taken or made in good faith with respect to this Plan, and shall, to the fullest extent permitted by law, be indemnified and held harmless by the Company with respect to any such action or determination.

4. **Stock Subject to Plan** .

(a) Overall Number of Shares Available for Delivery . Subject to adjustment in a manner consistent with any adjustment made pursuant to Section 9, the total number of shares of Stock reserved and available for issuance in connection with Awards under this Plan shall not exceed _____shares, and such total will be available for the issuance of Incentive Stock Options.

(b) Application of Limitation to Grants of Awards . Subject to Section 4(e), no Award may be granted if the number of shares of Stock to be delivered in connection with such Award exceeds the number of shares of Stock remaining available under this Plan minus the number of shares of Stock issuable in settlement of or relating to then-outstanding Awards. The Committee may adopt reasonable counting procedures to ensure appropriate counting, avoid double counting (as, for example, in the case of tandem or substitute awards) and make adjustments if the number of shares of Stock actually delivered differs from the number of shares previously counted in connection with an Award.

(c) Availability of Shares Not Issued under Awards . Shares of Stock subject to an Award under this Plan that expire or are canceled, forfeited, exchanged, settled in cash or otherwise terminated, including (i) shares forfeited with respect to Restricted Stock, and (ii) the number of shares withheld or surrendered in payment of any exercise or purchase price of an Award or taxes relating to Awards, will again be available for Awards under this Plan, except that if any such shares could not again be available for Awards to a particular Participant under any applicable law or regulation, such shares shall be available exclusively for Awards to Participants who are not subject to such limitation.

(d) Stock Offered . The shares to be delivered under the Plan shall be made available from (i) authorized but unissued shares of Stock, (ii) Stock held in the treasury of the Company, or (iii) previously issued shares of Stock reacquired by the Company, including shares purchased on the open market.

5. **Eligibility; Per Person Award Limitations** . Awards may be granted under this Plan only to Persons who are Eligible Persons at the time of grant thereof. In each calendar year, during any part of which this Plan is in effect, a Covered Employee may not be granted (a)

Awards (other than Awards designated to be paid only in cash or the settlement of which is not based on a number of shares of Stock) relating to more than _____shares of Stock, subject to adjustment in a manner consistent with any adjustment made pursuant to Section 9 and (b) Awards designated to be paid only in cash, or the settlement of which is not based on a number of shares of Stock, having a value determined on the date of grant in excess of $30,000,000.

6. **Specific Terms of Awards** .

(a) General . Awards may be granted on the terms and conditions set forth in this Section 6. In addition, the Committee may impose on any Award or the exercise thereof, at the date of grant or thereafter (subject to Section 10(f)), such additional terms and conditions, not inconsistent with the provisions of this Plan, as the Committee shall determine, including terms requiring forfeiture of Awards in the event of termination of employment by the Participant, or termination of the Participant's service relationship with the Company, and terms permitting a Participant to make elections relating to his or her Award. The Committee shall retain full power and discretion to accelerate, waive or modify, at any time, any term or condition of an Award that is not mandatory under this Plan; provided , however , that the Committee shall not have any discretion to accelerate, waive or modify any term or condition of an Award that is intended to qualify as "performance-based compensation" for purposes of section 162(m) of the Code if such discretion would cause the Award to not so qualify or to accelerate the terms of payment of any Award that provides for a deferral of compensation under the Nonqualified Deferred Compensation Rules if such acceleration would subject a Participant to additional taxes under the Nonqualified Deferred Compensation Rules.

(b) Options . The Committee is authorized to grant Options to Eligible Persons on the following terms and conditions:

(i) Exercise Price . Each Option agreement shall state the exercise price per share of Stock (the "Exercise Price"); provided , however , that the Exercise Price per share of Stock subject to an ISO shall not be less than the greater of (A) the par value per share of the Stock or (B) 100% of the Fair Market Value per share of the Stock as of the date of grant of the Option (or in the case of an individual who owns stock possessing more than 10 percent of the total combined voting power of all classes of stock of the Company or its parent or any subsidiary, 110% of the Fair Market Value per share of the Stock on the date of grant).

(ii) Time and Method of Exercise . The Committee shall determine the time or times at which or the circumstances under which an Option may be exercised in whole or in part (including based on achievement of performance goals and/or future service requirements), the methods by which such Exercise Price may be paid or deemed to be paid, the form of such payment, including without limitation cash, Stock, other Awards or awards granted under other plans of the Company or any Subsidiary, or other property (including notes or other contractual obligations of Participants to make payment on a deferred basis), and the methods by or forms in which Stock will be delivered or deemed to be delivered to Participants, including, but not limited to, the delivery of Restricted Stock subject to Section 6(d). In the case of an exercise whereby the Exercise Price is paid with Stock, such Stock shall be valued as of the date of exercise.

(iii) ISOs . The terms of any ISO granted under this Plan shall comply in all respects with the provisions of section 422 of the Code. ISOs may only be granted to Eligible Persons who are employees of the Company or employees of a parent or Subsidiary corporation of the Company. Except as otherwise provided in Section 9, no term of this Plan relating to ISOs (including any SAR in tandem therewith) shall be interpreted, amended or altered, nor shall any discretion or authority granted under this Plan be exercised, so as to disqualify either this Plan or any ISO under section 422 of the Code, unless the Participant has first requested the change that will result in such disqualification. ISOs shall not be granted more than ten years after the earlier of the adoption of this Plan or the approval of this Plan by the Company's stockholders. Notwithstanding the foregoing, the Fair Market Value of shares of Stock subject to an ISO and the aggregate Fair Market Value of shares of stock of any parent or subsidiary corporation (within the meaning of sections 424(e) and (f) of the Code) subject to any other ISO (within the meaning of section 422 of the Code)) of the Company or a parent or subsidiary corporation (within the meaning of sections 424(e) and (f) of the Code) that first becomes purchasable by a Participant in any calendar year may not (with respect to that Participant) exceed $100,000, or such other amount as may be prescribed under section 422 of the Code or applicable regulations or rulings from time to time. As used in the previous sentence, Fair Market Value shall be determined as of the date the ISOs are granted. Failure to comply with this provision shall not impair the enforceability or exercisability of any Option, but shall cause the excess amount of shares to be reclassified in accordance with the Code.

(c) Stock Appreciation Rights . The Committee is authorized to grant SARs to Eligible Persons on the following terms and conditions:

(i) Right to Payment . An SAR shall confer on the Participant to whom it is granted a right to receive, upon exercise thereof, the excess of (A) the Fair Market Value of one share of Stock on the date of exercise over (B) the grant price of the SAR as determined by the Committee.

(ii) Rights Related to Options . An SAR granted pursuant to an Option shall entitle a Participant, upon exercise, to surrender that Option or any portion thereof, to the extent unexercised, and to receive payment of an amount computed pursuant to Section 6(c)(ii)(B). That Option shall then cease to be exercisable to the extent surrendered. SARs granted in connection with an Option shall be subject to the terms of the Award agreement governing the Option, which shall comply with the following provisions in addition to those applicable to Options:

(A) An SAR granted in connection with an Option shall be exercisable only at such time or times and only to the extent that the related Option is exercisable and shall not be transferable except to the extent that the related Option is transferable.

(B) Upon the exercise of an SAR related to an Option, a Participant shall be entitled to receive payment from the Company of an amount determined by multiplying:

(1) the difference obtained by subtracting the Exercise Price with respect to a share of Stock specified in the related Option from the Fair Market Value of a share of Stock on the date of exercise of the SAR, by

(2) the number of shares as to which that SAR has been exercised.

(iii) Right Without Option . An SAR granted independent of an Option shall be exercisable as determined by the Committee and set forth in the Award agreement governing the SAR, which Award agreement shall comply with the following provisions:

(A) Each Award agreement shall state the total number of shares of Stock to which the SAR relates.

(B) Each Award agreement shall state the time or periods in which the right to exercise the SAR or a portion thereof shall vest and the number of shares of Stock for which the right to exercise the SAR shall vest at each such time or period.

(C) Each Award agreement shall state the date at which the SARs shall expire if not previously exercised.

(D) Each SAR shall entitle a Participant, upon exercise thereof, to receive payment of an amount determined by multiplying:

(1) the difference obtained by subtracting the Fair Market Value of a share of Stock on the date of grant of the SAR from the Fair Market Value of a share of Stock on the date of exercise of that SAR, by

(2) the number of shares as to which the SAR has been exercised.

(iv) Terms . Except as otherwise provided herein, the Committee shall determine at the date of grant or thereafter, the time or times at which and the circumstances under which an SAR may be exercised in whole or in part (including based on achievement of performance goals and/or future service requirements), the method of exercise, method of settlement, form of consideration payable in settlement, method by or forms in which Stock will be delivered or deemed to be delivered to Participants, whether or not an SAR shall be in tandem or in combination with any other Award, and any other terms and conditions of any SAR. SARs may be either freestanding or in tandem with other Awards.

(d) Restricted Stock . The Committee is authorized to grant Restricted Stock to Eligible Persons on the following terms and conditions:

(i) Grant and Restrictions . Restricted Stock shall be subject to such restrictions on transferability, risk of forfeiture and other restrictions, if any, as the Committee may impose, which restrictions may lapse separately or in combination at such times, under such circumstances (including based on achievement of performance goals and/or future service requirements), in such installments or otherwise, as the Committee may determine at the date of

grant or thereafter. During the restricted period applicable to the Restricted Stock, the Restricted Stock may not be sold, transferred, pledged, hypothecated, margined or otherwise encumbered by the Participant.

(ii) Certificates for Stock . Restricted Stock granted under this Plan may be evidenced in such manner as the Committee shall determine. If certificates representing Restricted Stock are registered in the name of the Participant, the Committee may require that such certificates bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock, that the Company retain physical possession of the certificates, and that the Participant deliver a stock power to the Company, endorsed in blank, relating to the Restricted Stock.

(iii) Dividends and Splits . As a condition to the grant of an Award of Restricted Stock, the Committee may require or permit a Participant to elect that any cash dividends paid on a share of Restricted Stock be automatically reinvested in additional shares of Restricted Stock, applied to the purchase of additional Awards under this Plan or deferred without interest to the date of vesting of the associated Award of Restricted Stock; provided , that, to the extent applicable, any such election shall comply with the Nonqualified Deferred Compensation Rules. Unless otherwise determined by the Committee and specified in the applicable Award agreement, Stock distributed in connection with a Stock split or Stock dividend, and other property (other than cash) distributed as a dividend, shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock with respect to which such Stock or other property has been distributed.

(e) Restricted Stock Units . The Committee is authorized to grant Restricted Stock Units, which are rights to receive Stock or cash (or a combination thereof) at the end of a specified deferral period (which may or may not be coterminous with the vesting schedule of the Award), to Eligible Persons, subject to the following terms and conditions:

(i) Award and Restrictions . Settlement of an Award of Restricted Stock Units shall occur upon expiration of the deferral period specified for such Restricted Stock Unit by the Committee (or, if permitted by the Committee, as elected by the Participant). In addition, Restricted Stock Units shall be subject to such restrictions (which may include a risk of forfeiture) as the Committee may impose, if any, which restrictions may lapse at the expiration of the deferral period or at earlier specified times (including based on achievement of performance goals and/or future service requirements), separately or in combination, in installments or otherwise, as the Committee may determine. Restricted Stock Units shall be satisfied by the delivery of cash or Stock in the amount equal to the Fair Market Value of the specified number of shares of Stock covered by the Restricted Stock Units, or a combination thereof, as determined by the Committee at the date of grant or thereafter.

(ii) Dividend Equivalents . Unless otherwise determined by the Committee at date of grant and specified in the applicable Award agreement, Dividend Equivalents granted with respect to an Award of Restricted Stock Units shall be subject to restrictions and a risk of forfeiture to the same extent as the Restricted Stock Unit with respect to which the dividends accrue.

(f) Bonus Stock and Awards in Lieu of Obligations . The Committee is authorized to grant Stock as a bonus, or to grant Stock or other Awards in lieu of obligations to pay cash or deliver other property under this Plan or under other plans or compensatory arrangements, provided that, in the case of Participants subject to section 16 of the Exchange Act, the amount of such grants remains within the discretion of the Committee to the extent necessary to ensure that acquisitions of Stock or other Awards are exempt from liability under section 16(b) of the Exchange Act. Stock or Awards granted hereunder shall be subject to such other terms as shall be determined by the Committee. In the case of any grant of Stock to an officer of the Company or any of its Subsidiaries in lieu of salary or other cash compensation, the number of shares granted in place of such compensation shall be reasonable, as determined by the Committee.

(g) Dividend Equivalents . The Committee is authorized to grant Dividend Equivalents to a Participant, entitling the Participant to receive cash, Stock, other Awards, or other property equal in value to dividends paid with respect to a specified number of shares of Stock, or other periodic payments. Dividend Equivalents may be awarded on a free-standing basis or in connection with another Award. The Committee may provide that Dividend Equivalents shall be paid or distributed when accrued or shall be deemed to have been reinvested in additional Stock, Awards, or other investment vehicles, and subject to such restrictions on transferability and risks of forfeiture, as the Committee may specify.

(h) Other Awards . The Committee is authorized, subject to limitations under applicable law, to grant to Participants such other Awards that may be denominated or payable in, valued in whole or in part by reference to, or otherwise based on, or related to, Stock, as deemed by the Committee to be consistent with the purposes of this Plan, including without limitation convertible or exchangeable debt securities, other rights convertible or exchangeable into Stock, purchase rights for Stock, Awards with value and payment contingent upon performance of the Company or any other factors designated by the Committee, and Awards valued by reference to the book value of Stock or the value of securities of or the performance of specified Subsidiaries of the Company. The Committee shall determine the terms and conditions of such other Stock-Based Awards. Stock delivered pursuant to an Award in the nature of a purchase right granted under this Section 6(h) shall be purchased for such consideration, paid for at such times, by such methods, and in such forms, including, without limitation, cash, Stock, other Awards, or other property, as the Committee shall determine. Cash awards, as an element of or supplement to any other Award under this Plan, may also be granted pursuant to this Section 6(h).

7. **Certain Provisions Applicable to Awards** .

(a) Termination of Employment . Except as provided herein, the treatment of an Award upon a termination of employment or any other service relationship by and between a Participant and the Company or any Subsidiary shall be specified in the agreement controlling such Award.

(b) Stand-Alone, Additional, Tandem, and Substitute Awards . Awards granted under this Plan may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution or exchange for, any other Award or any award

granted under another plan of the Company, or any of its Subsidiaries, or of any business entity to be acquired by the Company or any of its Subsidiaries, or any other right of an Eligible Person to receive payment from the Company or any of its Subsidiaries. Such additional, tandem and substitute or exchange Awards may be granted at any time. If an Award is granted in substitution or exchange for another Award, the Committee shall require the surrender of such other Award in consideration for the grant of the new Award. Awards under this Plan may be granted in lieu of cash compensation, including in lieu of cash amounts payable under other plans of the Company or any of its Subsidiaries.

(c) Term of Awards . Except as specified herein, the term of each Award shall be for such period as may be determined by the Committee; provided , that in no event shall the term of any Option or SAR exceed a period of ten years (or such shorter term as may be required in respect of an ISO under section 422 of the Code).

(d) Form and Timing of Payment under Awards; Deferrals . Subject to the terms of this Plan and any applicable Award agreement, payments to be made by the Company or any of its Subsidiaries upon the exercise of an Option or other Award or settlement of an Award may be made in such forms as the Committee shall determine, including without limitation cash, Stock, other Awards or other property, and may be made in a single payment or transfer, in installments, or on a deferred basis; provided , however , that any such deferred payment will be set forth in the agreement evidencing such Award and/or otherwise made in a manner that will not result in additional taxes under the Nonqualified Deferred Compensation Rules. Except as otherwise provided herein, the settlement of any Award may be accelerated, and cash paid in lieu of Stock in connection with such settlement, in the discretion of the Committee or upon occurrence of one or more specified events (in addition to a Change in Control). Installment or deferred payments may be required by the Committee (subject to Section 10(f) of this Plan, including the consent provisions thereof in the case of any deferral of an outstanding Award not provided for in the original Award agreement) or permitted at the election of the Participant on terms and conditions established by the Committee and in compliance with the Nonqualified Deferred Compensation Rules. Payments may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of Dividend Equivalents or other amounts in respect of installment or deferred payments denominated in Stock. Any deferral shall only be allowed as is provided in a separate deferred compensation plan adopted by the Company and shall be made pursuant to the Nonqualified Deferred Compensation Rules. This Plan shall not constitute an “employee benefit plan” for purposes of section 3(3) of the Employee Retirement Income Security Act of 1974, as amended.

(e) Exemptions from Section 16(b) Liability . It is the intent of the Company that the grant of any Awards to or other transaction by a Participant who is subject to section 16 of the Exchange Act shall be exempt from such section pursuant to an applicable exemption (except for transactions acknowledged in writing to be non-exempt by such Participant). Accordingly, if any provision of this Plan or any Award agreement does not comply with the requirements of Rule 16b-3 as then applicable to any such transaction, such provision shall be construed or deemed amended to the extent necessary to conform to the applicable requirements of Rule 16b-3 so that such Participant shall avoid liability under section 16(b) of the Exchange Act.

(f) Non-Competition Agreement . Each Participant to whom an Award is granted under this Plan may be required to agree in writing as a condition to the granting of such Award not to engage in conduct in competition with the Company or any of its Subsidiaries for a period after the termination of such Participant's employment with the Company and its Subsidiaries as determined by the Committee (a "Non-Competition Agreement"); provided, however, to the extent a legally binding right to an Award within the meaning of the Nonqualified Deferred Compensation Rules is created with respect to a Participant, the Non-Competition Agreement must be entered into by such Participant within 30 days following the creation of such legally binding right.

8. **Performance and Annual Incentive Awards** .

(a) Performance Conditions . The right of an Eligible Person to receive a grant, and the right of a Participant to exercise or receive a grant or settlement of any Award, and the timing thereof, may be subject to such performance conditions as may be specified by the Committee. The Committee may use such business criteria and other measures of performance as it may deem appropriate in establishing any performance conditions, and may exercise its discretion to reduce or increase the amounts payable under any Award subject to performance conditions, except as limited under Sections 8(b) and 8(c) hereof in the case of a Performance Award or Annual Incentive Award intended to qualify under section 162(m) of the Code.

(b) Performance Awards Granted to Designated Covered Employees . If the Committee determines that a Performance Award to be granted to an Eligible Person who is designated by the Committee as likely to be a Covered Employee should qualify as "performance-based compensation" for purposes of section 162(m) of the Code, the grant, exercise and/or settlement of such Performance Award shall be contingent upon achievement of preestablished performance goals and other terms set forth in this Section 8(b).

(i) Performance Goals Generally . The performance goals for such Performance Awards shall consist of one or more business criteria or individual performance criteria and a targeted level or levels of performance with respect to each of such criteria, as specified by the Committee consistent with this Section 8(b). Performance goals shall be objective and shall otherwise meet the requirements of section 162(m) of the Code and regulations thereunder (including Treasury Regulation §1.162-27 and successor regulations thereto), including the requirement that the level or levels of performance targeted by the Committee result in the achievement of performance goals being "substantially uncertain" at the time the Committee actually establishes the performance goal or goals. The Committee may determine that such Performance Awards shall be granted, exercised, and/or settled upon achievement of any one performance goal or that two or more of the performance goals must be achieved as a condition to grant, exercise and/or settlement of such Performance Awards. Performance goals may differ for Performance Awards granted to any one Participant or to different Participants. If the Committee notes that it will exclude the impact of any or all of the following events or occurrences at the time it establishes the performance goals for the relevant performance period, then the following events may be appropriately excluded, as applicable: (a) asset write-downs; (b) litigation, claims, judgments or settlements; (c) the effect of changes in tax law or other such laws or regulations affecting reported results; (d) accruals for reorganization and restructuring programs; (e) any extraordinary, unusual or nonrecurring items

as described in the Accounting Standards Codification Topic 225, as the same may be amended or superseded from time to time; (f) any change in accounting principles as defined in the Accounting Standards Codification Topic 250, as the same may be amended or superseded from time to time; (g) any loss from a discontinued operation as described in the Accounting Standards Codification Topic 360, as the same may be amended or superseded from time to time; (h) goodwill impairment charges; (i) operating results for any business acquired during the calendar year; and (j) third party expenses associated with any acquisition by the Company or any Subsidiary.

(ii) Business and Individual Performance Criteria

(A) Business Criteria . One or more of the following business criteria for the Company, on a consolidated basis, and/or for specified Subsidiaries or business or geographical units of the Company (except with respect to the total stockholder return and earnings per share criteria), shall be used by the Committee in establishing performance goals for such Performance Awards: (1) earnings per share; (2) revenues; (3) cash flow; (4) cash flow from operations; (5) cash flow return; (6) return on net assets; (7) return on assets; (8) return on investment; (9) return on capital; (10) return on invested capital; (11) return on equity; (12) economic value added; (13) operating margin; (14) contribution margin; (15) net income; (16) net income per share; (17) pretax earnings; (18) pretax earnings before interest, depreciation and amortization; (19) pretax operating earnings after interest expense and before incentives, service fees, and extraordinary or special items; (20) total stockholder return; (21) debt reduction; (22) market share; (23) change in the Fair Market Value of the Stock; (24) operating income; and (25) any of the above goals determined on an absolute or relative basis or as compared to the performance of a published or special index deemed applicable by the Committee including, but not limited to, the Standard & Poor's 500 Stock Index or a group of comparable companies. One or more of the foregoing business criteria shall also be exclusively used in establishing performance goals for Annual Incentive Awards granted to a Covered Employee under Section 8(c) hereof that are intended to qualify as "performance-based compensation" under section 162(m) of the Code.

(B) Individual Performance Criteria . The grant, exercise and/or settlement of Performance Awards may also be contingent upon individual performance goals established by the Committee. If required for compliance with section 162(m) of the Code, such criteria shall be approved by the stockholders of the Company.

(iii) Performance Period; Timing for Establishing Performance Goals . Achievement of performance goals in respect of such Performance Awards shall be measured over a performance period of up to ten years, as specified by the Committee. Performance goals shall be established not later than 90 days after the beginning of any performance period applicable to such Performance Awards, or at such other date as may be required or permitted for "performance-based compensation" under section 162(m) of the Code.

(iv) Performance Award Pool . The Committee may establish a Performance Award pool, which shall be an unfunded pool, for purposes of measuring performance of the Company in connection with Performance Awards. The amount of such Performance Award pool shall be based upon the achievement of a performance goal or goals

based on one or more of the criteria set forth in Section 8(b)(ii) hereof during the given performance period, as specified by the Committee in accordance with Section 8(b)(iii) hereof. The Committee may specify the amount of the Performance Award pool as a percentage of any of such criteria, a percentage thereof in excess of a threshold amount, or as another amount which need not bear a strictly mathematical relationship to such criteria.

(v) Settlement of Performance Awards; Other Terms . After the end of each performance period, the Committee shall determine the amount, if any, of (A) the Performance Award pool, and the maximum amount of the potential Performance Award payable to each Participant in the Performance Award pool, or (B) the amount of the potential Performance Award otherwise payable to each Participant. Settlement of such Performance Awards shall be in cash, Stock, other Awards or other property, in the discretion of the Committee. The Committee may, in its discretion, reduce the amount of a settlement otherwise to be made in connection with such Performance Awards, but may not exercise discretion to increase any such amount payable to a Covered Employee in respect of a Performance Award subject to this Section 8(b). The Committee shall specify the circumstances in which such Performance Awards shall be paid or forfeited in the event of termination of employment by the Participant prior to the end of a performance period or settlement of Performance Awards.

(c) Annual Incentive Awards Granted to Designated Covered Employees . If the Committee determines that an Annual Incentive Award to be granted to an Eligible Person who is designated by the Committee as likely to be a Covered Employee should qualify as "performance-based compensation" for purposes of section 162(m) of the Code, the grant, exercise and/or settlement of such Annual Incentive Award shall be contingent upon achievement of preestablished performance goals and other terms set forth in this Section 8(c). For purposes of clarity, the Committee shall also have the discretion to grant fully discretionary cash bonuses and cash awards to Eligible Persons that are not contingent upon the achievement of any preestablished performance goals, whether or not such individuals are likely to be classified as Covered Employees, so long as the award granted is not intended to qualify as "performance-based compensation" for purposes of section 162 (m) of the Code.

(i) Potential Annual Incentive Awards . Not later than the end of the 90 th day of each applicable year, or at such other date as may be required or permitted in the case of Awards intended to be "performance-based compensation" under section 162(m) of the Code, the Committee shall determine the Eligible Persons who will potentially receive Annual Incentive Awards, and the amounts potentially payable thereunder, for that fiscal year, either out of an Annual Incentive Award pool established by such date under Section 8(c)(i) hereof or as individual Annual Incentive Awards. The amount potentially payable, with respect to Annual Incentive Awards, shall be based upon the achievement of a performance goal or goals based on one or more of the business criteria set forth in Section 8(b)(ii) hereof in the given performance year, as specified by the Committee.

(ii) Annual Incentive Award Pool . The Committee may establish an Annual Incentive Award pool, which shall be an unfunded pool, for purposes of measuring performance of the Company in connection with Annual Incentive Awards. The amount of such Annual Incentive Award pool shall be based upon the achievement of a performance goal or goals based on one or more of the business criteria set forth in Section 8(b)(ii) hereof during the

given performance period, as specified by the Committee in accordance with Section 8(b)(iii) hereof. The Committee may specify the amount of the Annual Incentive Award pool as a percentage of any of such business criteria, a percentage thereof in excess of a threshold amount, or as another amount which need not bear a strictly mathematical relationship to such business criteria.

(iii) Payout of Annual Incentive Awards . After the end of each applicable year, the Committee shall determine the amount, if any, of (A) the Annual Incentive Award pool, and the maximum amount of the potential Annual Incentive Award payable to each Participant in the Annual Incentive Award pool, or (A) the amount of the potential Annual Incentive Award otherwise payable to each Participant. The Committee may, in its discretion, determine that the amount payable to any Participant as a final Annual Incentive Award shall be reduced from the amount of his or her potential Annual Incentive Award, including a determination to make no final Award whatsoever, but may not exercise discretion to increase any such amount in the case of an Annual Incentive Award intended to qualify under section 162(m) of the Code. The Committee shall specify the circumstances in which an Annual Incentive Award shall be paid or forfeited in the event of termination of employment by the Participant prior to the end of the applicable year or settlement of such Annual Incentive Award.

(d) Written Determinations . All determinations by the Committee as to the establishment of performance goals, the amount of any Performance Award pool or potential individual Performance Awards, the achievement of performance goals relating to and final settlement of Performance Awards under Section 8(b), the amount of any Annual Incentive Award pool or potential individual Annual Incentive Awards, the achievement of performance goals relating to and final settlement of Annual Incentive Awards under Section 8(c) shall be made in writing in the case of any Award intended to qualify under section 162(m) of the Code. The Committee may not delegate any responsibility relating to such Performance Awards or Annual Incentive Awards.

(e) Status of Section 8(b) and Section 8(c) Awards under Section 162(m) of the Code . It is the intent of the Company that Performance Awards and Annual Incentive Awards under Sections 8(b) and 8(c) hereof granted to Persons who are designated by the Committee as likely to be Covered Employees within the meaning of section 162(m) of the Code and the regulations thereunder (including Treasury Regulation §1.162-27 and successor regulations thereto) shall, if so designated by the Committee, constitute "performance-based compensation" within the meaning of section 162(m) of the Code and regulations thereunder. Accordingly, the terms of Sections 8(b), (c), (d) and (e), including the definitions of Covered Employee and other terms used therein, shall be interpreted in a manner consistent with section 162(m) of the Code and regulations thereunder. The foregoing notwithstanding, because the Committee cannot determine with certainty whether a given Eligible Person will be a Covered Employee with respect to a fiscal year that has not yet been completed, the term Covered Employee as used herein shall mean only a Person designated by the Committee, at the time of grant of a Performance Award or an Annual Incentive Award, who is likely to be a Covered Employee with respect to that fiscal year. If any provision of this Plan as in effect on the date of adoption of any agreements relating to Performance Awards or Annual Incentive Awards that are designated as intended to comply with section 162(m) of the Code does not comply or is inconsistent with the requirements of section 162(m) of the Code or regulations thereunder, such

provision shall be construed or deemed amended to the extent necessary to conform to such requirements. Notwithstanding anything to the contrary in this Section 8(e) or elsewhere in this Plan, the Company intends to rely on the transition relief set forth in Treasury Regulation § 1.162-27(f), and hence the deduction limitation imposed by section 162(m) of the Code will not be applicable to the Company until the earliest to occur of (i) the material modification of the Plan within the meaning of Treasury Regulation § 1.162-27(h)(1)(iii); (ii) the issuance of the number of shares of Stock set forth in Section 4(a); or (iii) the first meeting of shareholders of the Company at which directors are to be elected that occurs after December 31, 2017 (the "Transition Period"), and during the Transition Period, Awards to Covered Employees shall only be required to comply with the limitations in Section 5 and the transition relief described in this Section 8(e).

9. **Subdivision or Consolidation; Recapitalization; Change in Control; Reorganization** .

(a) Existence of Plans and Awards . The existence of this Plan and the Awards granted hereunder shall not affect in any way the right or power of the Board or the stockholders of the Company to make or authorize any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, any merger or consolidation of the Company, any issue of debt or equity securities ahead of or affecting Stock or the rights thereof, the dissolution or liquidation of the Company or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding. In no event will any action taken by the Committee pursuant to this Section 9 result in the creation of deferred compensation within the meaning of section 409A of the Code and the regulations and other guidance promulgated thereunder.

(b) Subdivision or Consolidation of Shares . The terms of an Award and the number of shares of Stock authorized pursuant to Section 4 for issuance under the Plan shall be subject to adjustment by the Committee from time to time, in accordance with the following provisions:

(i) If at any time, or from time to time, the Company shall subdivide as a whole (by reclassification, by a Stock split, by the issuance of a distribution on Stock payable in Stock, or otherwise) the number of shares of Stock then outstanding into a greater number of shares of Stock, then (A) the maximum number of shares of Stock available for the Plan or in connection with Awards as provided in Sections 4 and 5 shall be increased proportionately, and the kind of shares or other securities available for the Plan shall be appropriately adjusted, (B) the number of shares of Stock (or other kind of shares or securities) that may be acquired under any then outstanding Award shall be increased proportionately, and (C) the price (including the exercise price) for each share of Stock (or other kind of shares or securities) subject to then outstanding Awards shall be reduced proportionately, without changing the aggregate purchase price or value as to which outstanding Awards remain exercisable or subject to restrictions.

(ii) If at any time, or from time to time, the Company shall consolidate as a whole (by reclassification, by reverse Stock split, or otherwise) the number of shares of Stock then outstanding into a lesser number of shares of Stock, (A) the maximum number of

shares of Stock for the Plan or available in connection with Awards as provided in Sections 4 and 5 shall be decreased proportionately, and the kind of shares or other securities available for the Plan shall be appropriately adjusted, (B) the number of shares of Stock (or other kind of shares or securities) that may be acquired under any then outstanding Award shall be decreased proportionately, and (C) the price (including the exercise price) for each share of Stock (or other kind of shares or securities) subject to then outstanding Awards shall be increased proportionately, without changing the aggregate purchase price or value as to which outstanding Awards remain exercisable or subject to restrictions.

(iii) Whenever the number of shares of Stock subject to outstanding Awards and the price for each share of Stock subject to outstanding Awards are required to be adjusted as provided in this Section 9(b), the Committee shall promptly prepare a notice setting forth, in reasonable detail, the event requiring adjustment, the amount of the adjustment, the method by which such adjustment was calculated, and the change in price and the number of shares of Stock, other securities, cash, or property purchasable subject to each Award after giving effect to the adjustments. The Committee shall promptly provide each affected Participant with such notice.

(iv) Adjustments under Sections 9(b)(i) and (ii) shall be made by the Committee, and its determination as to what adjustments shall be made and the extent thereof shall be final, binding, and conclusive. No fractional interest shall be issued under the Plan on account of any such adjustments.

(c) Corporate Recapitalization . If the Company recapitalizes, reclassifies its capital stock, or otherwise changes its capital structure (a "recapitalization") without the occurrence of a Change in Control, the number and class of shares of Stock covered by an Option or an SAR theretofore granted shall be adjusted so that such Option or SAR shall thereafter cover the number and class of shares of stock and securities to which the holder would have been entitled pursuant to the terms of the recapitalization if, immediately prior to the recapitalization, the holder had been the holder of record of the number of shares of Stock then covered by such Option or SAR and the share limitations provided in Sections 4 and 5 shall be adjusted in a manner consistent with the recapitalization.

(d) Additional Issuances . Except as hereinbefore expressly provided, the issuance by the Company of shares of stock of any class or securities convertible into shares of stock of any class, for cash, property, labor or services, upon direct sale, upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, and in any case whether or not for fair value, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Stock subject to Awards theretofore granted or the purchase price per share, if applicable.

(e) Change in Control . Upon a Change in Control the Committee, acting in its sole discretion without the consent or approval of any holder, shall affect one or more of the following alternatives, which may vary among individual holders and which may vary among Options or SARs (collectively "Grants") or other Awards held by any individual holder: (i) accelerate the time at which Grants then outstanding may be exercised so that such Grants may

be exercised in full for a limited period of time on or before a specified date (before or after such Change in Control) fixed by the Committee, after which specified date all unexercised Grants and all rights of holders thereunder shall terminate; (ii) require the mandatory surrender to the Company by selected holders of some or all of the outstanding Awards held by such holders (irrespective of whether such Awards are then vested or exercisable under the provisions of this Plan) as of a date, before or after such Change in Control, specified by the Committee, in which event the Committee shall thereupon cancel such Awards (with respect to shares both for which the Awards are exercisable and/or vested and not exercisable and/or vested) and pay (A) to each holder of a vested and/or exercisable Option or SAR, an amount of cash per share equal to the excess, if any, of the amount calculated in Section 9(f) (the "Change in Control Price") for the shares subject to such Grants, over the Exercise Price(s) under such Grants for such shares (except that to the extent the Exercise Price under any such Grant is equal to or exceeds the Change in Control Price, in which case no amount shall be payable with respect to such Grant), (B) to each holder of a vested Restricted Share or a vested Restricted Stock Unit, an amount of cash per share equal to the Change in Control Price, or (C) to each holder of any unvested and/or unexercisable Award, no amount of cash or any other consideration; (iii) provide for the assumption or substitution or continuation of Awards by the successor company or a parent or subsidiary of the successor company; or (iv) make such adjustments to Awards then outstanding as the Committee deems appropriate to reflect such Change in Control; provided , however , that the Committee may determine in its sole discretion that no adjustment is necessary to Awards then outstanding.

(f) Change in Control Price . The "Change in Control Price" shall equal the amount determined in the following clause (i), (ii), (iii), (iv) or (v), whichever is applicable, as follows: (i) the price per share offered to holders of Stock in any merger or consolidation, (ii) the per share Fair Market Value of the Stock immediately before the Change in Control without regard to assets sold in the Change in Control and assuming the Company has received the consideration paid for the assets in the case of a sale of the assets, (iii) the amount distributed per share of Stock in a dissolution transaction, (iv) the price per share offered to holders of Stock in any tender offer or exchange offer whereby a Change in Control takes place, or (v) if such Change in Control occurs other than pursuant to a transaction described in clauses (i), (ii), (iii), or (iv) of this Section 9(f), the Fair Market Value per share of the Stock that may otherwise be obtained with respect to such Awards or to which such Awards track, as determined by the Committee as of the date determined by the Committee to be the date of cancellation and surrender of such Awards. In the event that the consideration offered to stockholders of the Company in any transaction described in this Section 9(f) or in Section 9(e) consists of anything other than cash, the Committee shall determine the fair cash equivalent of the portion of the consideration offered which is other than cash and such determination shall be binding on all affected Participants to the extent applicable to Awards held by such Participants.

(g) Impact of Corporate Events on Awards Generally . In the event of a Change in Control or changes in the outstanding Stock by reason of a recapitalization, reorganization, merger, consolidation, combination, exchange or other relevant change in capitalization occurring after the date of the grant of any Award and not otherwise provided for by this Section 9, any outstanding Awards and any Award agreements evidencing such Awards shall be subject to adjustment by the Committee at its discretion, which adjustment may, in the Committee's discretion, be described in the Award agreement and may include, but not be

limited to, adjustments as to the number and price of shares of Stock or other consideration subject to such Awards, accelerated vesting (in full or in part) of such Awards, conversion of such Awards into awards denominated in the securities or other interests of any successor Person, or the cash settlement of such Awards in exchange for the cancellation thereof, or the cancelation of Awards either with or without consideration. In the event of any such change in the outstanding Stock, the aggregate number of shares of Stock available under this Plan may be appropriately adjusted by the Committee, whose determination shall be conclusive.

10. **General Provisions** .

(a) Transferability .

(i) Permitted Transferees . The Committee may, in its discretion, permit a Participant to transfer all or any portion of an Option or SAR, or authorize all or a portion of an Option or SAR to be granted to an Eligible Person to be on terms which permit transfer by such Participant; provided that, in either case the transferee or transferees must be any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, in each case with respect to the Participant, an individual sharing the Participant's household (other than a tenant or employee of the Company), a trust in which any of the foregoing individuals have more than fifty percent of the beneficial interest, a foundation in which any of the foregoing individuals (or the Participant) control the management of assets, and any other entity in which any of the foregoing individuals (or the Participant) own more than fifty percent of the voting interests (collectively, "Permitted Transferees"); provided further that, (X) there may be no consideration for any such transfer and (Y) subsequent transfers of Options or SARs transferred as provided above shall be prohibited except subsequent transfers back to the original holder of the Option or SAR and transfers to other Permitted Transferees of the original holder. Agreements evidencing Options or SARs with respect to which such transferability is authorized at the time of grant must be approved by the Committee, and must expressly provide for transferability in a manner consistent with this Section 10(b)(i).

(ii) Qualified Domestic Relations Orders . An Option, Stock Appreciation Right, Restricted Stock Unit Award, Restricted Stock Award or other Award may be transferred, to a Permitted Transferee, pursuant to a domestic relations order entered or approved by a court of competent jurisdiction upon delivery to the Company of written notice of such transfer and a certified copy of such order.

(iii) Other Transfers . Except as expressly permitted by Sections 10(b)(i) and 10(b)(ii), Awards shall not be transferable other than by will or the laws of descent and distribution. Notwithstanding anything to the contrary in this Section 10, an Incentive Stock Option shall not be transferable other than by will or the laws of descent and distribution.

(iv) Effect of Transfer . Following the transfer of any Award as contemplated by Sections 10(b)(i), 10(b)(ii) and 10(b)(iii), (A) such Award shall continue to be subject to the same terms and conditions as were applicable immediately prior to transfer, provided that the term "Participant" shall be deemed to refer to the Permitted Transferee, the

recipient under a qualified domestic relations order, or the estate or heirs of a deceased Participant or other transferee, as applicable, to the extent appropriate to enable the Participant to exercise the transferred Award in accordance with the terms of this Plan and applicable law and (B) the provisions of the Award relating to exercisability shall continue to be applied with respect to the original Participant and, following the occurrence of any applicable events described therein the Awards shall be exercisable by the Permitted Transferee, the recipient under a qualified domestic relations order, or the estate or heirs of a deceased Participant, as applicable, only to the extent and for the periods that would have been applicable in the absence of the transfer.

(v) Procedures and Restrictions . Any Participant desiring to transfer an Award as permitted under Sections 10(b)(i), 10(b)(ii) or 10(b)(iii) shall make application therefor in the manner and time specified by the Committee and shall comply with such other requirements as the Committee may require to assure compliance with all applicable securities laws. The Committee shall not give permission for such a transfer if (A) it would give rise to short swing liability under section 16(b) of the Exchange Act or (B) it may not be made in compliance with all applicable federal, state and foreign securities laws.

(vi) Registration . To the extent the issuance to any Permitted Transferee of any shares of Stock issuable pursuant to Awards transferred as permitted in this Section 10(b) is not registered pursuant to the effective registration statement of the Company generally covering the shares to be issued pursuant to this Plan to initial holders of Awards, the Company shall not have any obligation to register the issuance of any such shares of Stock to any such transferee.

(b) Taxes . The Company and any of its Subsidiaries are authorized to withhold from any Award granted, or any payment relating to an Award under this Plan, including from a distribution of Stock, amounts of withholding and other taxes due or potentially payable in connection with any transaction involving an Award, and to take such other action as the Committee may deem advisable to enable the Company and Participants to satisfy obligations for the payment of withholding taxes and other tax obligations relating to any Award. This authority shall include authority to withhold or receive Stock or other property and to make cash payments in respect thereof in satisfaction of a Participant's tax obligations, either on a mandatory or elective basis in the discretion of the Committee.

(c) Changes to this Plan and Awards . The Board may amend, alter, suspend, discontinue or terminate this Plan or the Committee's authority to grant Awards under this Plan without the consent of stockholders or Participants, except that any amendment or alteration to this Plan, including any increase in any share limitation, shall be subject to the approval of the Company's stockholders not later than the annual meeting next following such Board action if such stockholder approval is required by any federal or state law or regulation or the rules of any stock exchange or automated quotation system on which the Stock may then be listed or quoted, and the Board may otherwise, in its discretion, determine to submit other such changes to this Plan to stockholders for approval; provided , that, without the consent of an affected Participant, no such Board action may materially and adversely affect the rights of such Participant under any previously granted and outstanding Award. The Committee may waive any conditions or rights under, or amend, alter, suspend, discontinue or terminate any Award theretofore granted

and any Award agreement relating thereto, except as otherwise provided in this Plan; provided , however , that, without the consent of an affected Participant, no such Committee action may materially and adversely affect the rights of such Participant under such Award. For purposes of clarity, any adjustments made to Awards pursuant to Section 9 will be deemed *not* to materially and adversely affect the rights of any Participant under any previously granted and outstanding Award and therefore may be made without the consent of affected Participants.

(d) Limitation on Rights Conferred under Plan . Neither this Plan nor any action taken hereunder shall be construed as (i) giving any Eligible Person or Participant the right to continue as an Eligible Person or Participant or in the employ or service of the Company or any of its Subsidiaries, (ii) interfering in any way with the right of the Company or any of its Subsidiaries to terminate any Eligible Person's or Participant's employment or service relationship at any time, (iii) giving an Eligible Person or Participant any claim to be granted any Award under this Plan or to be treated uniformly with other Participants and/or employees and/or other service providers, or (iv) conferring on a Participant any of the rights of a stockholder of the Company unless and until the Participant is duly issued or transferred shares of Stock in accordance with the terms of an Award.

(e) Unfunded Status of Awards . This Plan is intended to constitute an "unfunded" plan for certain incentive awards.

(f) Nonexclusivity of this Plan . Neither the adoption of this Plan by the Board nor its submission to the stockholders of the Company for approval shall be construed as creating any limitations on the power of the Board or a committee thereof to adopt such other incentive arrangements as it may deem desirable, including incentive arrangements and awards which do not qualify under section 162(m) of the Code. Nothing contained in this Plan shall be construed to prevent the Company or any of its Subsidiaries from taking any corporate action which is deemed by the Company or such Subsidiary to be appropriate or in its best interest, whether or not such action would have an adverse effect on this Plan or any Award made under this Plan. No employee, beneficiary or other person shall have any claim against the Company or any of its Subsidiaries as a result of any such action.

(g) Fractional Shares . No fractional shares of Stock shall be issued or delivered pursuant to this Plan or any Award. The Committee shall determine whether cash, other Awards or other property shall be issued or paid in lieu of such fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

(h) Severability . If any provision of this Plan is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and the Plan shall be construed and enforced as if the illegal or invalid provision had never been included herein. If any of the terms or provisions of this Plan or any Award agreement conflict with the requirements of Rule 16b-3 (as those terms or provisions are applied to Eligible Persons who are subject to section 16(b) of the Exchange Act) or section 422 of the Code (with respect to Incentive Stock Options), then those conflicting terms or provisions shall be deemed inoperative to the extent they so conflict with the requirements of Rule 16b-3 (unless the Board or the Committee, as appropriate, has expressly determined that the Plan or such Award should not comply with Rule 16b-3) or section 422 of

the Code. With respect to Incentive Stock Options, if this Plan does not contain any provision required to be included herein under section 422 of the Code, that provision shall be deemed to be incorporated herein with the same force and effect as if that provision had been set out at length herein; provided , further, that, to the extent any Option that is intended to qualify as an Incentive Stock Option cannot so qualify, that Option (to that extent) shall be deemed an Option not subject to section 422 of the Code for all purposes of the Plan.

(i) Governing Law . All questions arising with respect to the provisions of the Plan and Awards shall be determined by application of the laws of the State of Delaware, without giving effect to any conflict of law provisions thereof, except to the extent Delaware law is preempted by federal law. The obligation of the Company to sell and deliver Stock hereunder is subject to applicable federal and state laws and to the approval of any governmental authority required in connection with the authorization, issuance, sale, or delivery of such Stock.

(j) Conditions to Delivery of Stock . Nothing herein or in any Award granted hereunder or any Award agreement shall require the Company to issue any shares with respect to any Award if that issuance would, in the opinion of counsel for the Company, constitute a violation of the Securities Act or any similar or superseding statute or statutes, any other applicable statute or regulation, or the rules of any applicable securities exchange or securities association, as then in effect. At the time of any exercise of an Option or Stock Appreciation Right, or at the time of any grant of a Restricted Stock Award, Restricted Stock Unit, or other Award the Company may, as a condition precedent to the exercise of such Option or Stock Appreciation Right or settlement of any Restricted Stock Award, Restricted Stock Unit or other Award, require from the Participant (or in the event of his or her death, his or her legal representatives, heirs, legatees, or distributees) such written representations, if any, concerning the holder's intentions with regard to the retention or disposition of the shares of Stock being acquired pursuant to the Award and such written covenants and agreements, if any, as to the manner of disposal of such shares as, in the opinion of counsel to the Company, may be necessary to ensure that any disposition by that holder (or in the event of the holder's death, his or her legal representatives, heirs, legatees, or distributees) will not involve a violation of the Securities Act or any similar or superseding statute or statutes, any other applicable state or federal statute or regulation, or any rule of any applicable securities exchange or securities association, as then in effect. No Option or Stock Appreciation Right shall be exercisable and no settlement of any Restricted Stock Award or Restricted Stock Unit shall occur with respect to a Participant unless and until the holder thereof shall have paid cash or property to, or performed services for, the Company or any of its Subsidiaries that the Committee believes is equal to or greater in value than the par value of the Stock subject to such Award.

(k) Section 409A of the Code . In the event that any Award granted pursuant to this Plan provides for a deferral of compensation within the meaning of the Nonqualified Deferred Compensation Rules, it is the general intention, but not the obligation, of the Company to design such Award to comply with the Nonqualified Deferred Compensation Rules and such Award should be interpreted accordingly. Neither this Section 10(k) nor any other provision of the Plan is or contains a representation to any Participant regarding the tax consequences of the grant, vesting, or sale of any Award (or the Stock underlying such Award) granted hereunder, and should not be interpreted as such.

(l) Clawback . This Plan is subject to any written clawback policies that the Company, with the approval of the Board, may adopt. Any such policy may subject a Participant's Awards and amounts paid or realized with respect to Awards under this Plan to reduction, cancelation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including but not limited to an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy adopted to conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and rules promulgated thereunder by the Securities and Exchange Commission and that the Company determines should apply to this Plan.

(m) Plan Effective Date and Term . No Awards may be granted under this Plan on and after the tenth anniversary of the Effective Date.

Exhibit 10.18

FMSA HOLDINGS INC.
2014 LONG TERM INCENTIVE PLAN

FORM OF
STOCK OPTION AGREEMENT

This Agreement is made and entered into as of the Date of Grant set forth in the Notice of Grant of Stock Option (" ***Notice of Grant*** ") by and between FMSA Holdings Inc., a Delaware corporation (the " ***Company*** "), and you:

WHEREAS , the Company, in order to induce you to enter into and continue in dedicated service to the Company and to materially contribute to the success of the Company, agrees to grant you an option to acquire an interest in the Company through the purchase of shares of stock of the Company;

WHEREAS , the Company adopted the FMSA Holdings Inc. 2014 Long Term Incentive Plan, as it may be amended from time to time (the " ***Plan*** "), under which the Company is authorized to grant stock options to certain employees and service providers of the Company;

WHEREAS , a copy of the Plan has been furnished to you and shall be deemed a part of this stock option agreement (the " ***Agreement*** ") as if fully set forth herein and terms capitalized but not defined herein shall have the meaning set forth in the Plan; and

WHEREAS , you desire to accept the option created pursuant to the Agreement.

NOW, THEREFORE , in consideration of the mutual covenants set forth herein and for other valuable consideration hereinafter set forth, the parties agree as follows:

1. The Grant . Subject to the conditions set forth below, the Company hereby grants to you, effective as of the Date of Grant set forth in the Notice of Grant, as a matter of separate inducement and not in lieu of any salary or other compensation for your services for the Company, the right and option to purchase (the " ***Option*** "), in accordance with the terms and conditions set forth herein and in the Plan and the Notice of Grant, an aggregate of the number of shares of Stock set forth in the Notice of Grant (the " ***Option Shares*** "), at the Exercise Price set forth in the Notice of Grant.

2. Exercise .

(a) Option Shares shall be deemed "Nonvested Shares" unless and until they have become "Vested Shares." The Option shall in all events terminate at the close of business on the last business day immediately preceding the tenth (10) anniversary of the Date of Grant specified in the Notice of Grant (the " ***Expiration Date*** "). Subject to other terms and conditions set forth herein, the Option may be exercised in cumulative installments, if applicable, in accordance with the vesting schedule set forth in the Notice of Grant, provided that you remain in the employ of or a service provider to the Company or its Subsidiaries until the applicable dates set forth therein.

(b) Subject to the relevant provisions and limitations contained herein and in the Plan, you may exercise the Option to purchase all or a portion of the applicable number of Vested Shares at any time prior to the termination of the Option pursuant to this Option Agreement. No less than one Vested Shares may be purchased at any one time unless the number purchased is the total number of Vested Shares at that time purchasable under the Option. In no event shall you be entitled to exercise the Option for any Nonvested Shares or for a fraction of a Vested Share.

(c) Any exercise by you of the Option shall be in writing addressed to the Secretary of the Company at its principal place of business. Exercise of the Option shall be made by delivery to the Company by you (or other person entitled to exercise the Option as provided hereunder) of (i) an executed "Notice of Stock Option Exercise," and (ii) payment of the aggregate purchase price for shares purchased pursuant to the exercise.

(d) Payment of the Exercise Price may be made, at your election, (i) in cash, by certified or official bank check or by wire transfer of immediately available funds, (ii) in the Company's sole discretion, by delivery to the Company of a number of previously owned shares of Stock having a Fair Market Value as of the date of exercise equal to the Exercise Price, (iii) in the Company's sole discretion, by the delivery of a note, (iv) in the Company's sole discretion, by net issue exercise, pursuant to which the Company will issue to you a number of shares of Stock as to which the Option is exercised, less a number of shares with a Fair Market Value as of the date of exercise equal to the Exercise Price, or (v) in the Company's sole discretion, by any other method acceptable to, and approved by, the Company.

(e) If you are on leave of absence for any reason, the Company may, in its sole discretion, determine that you will be considered to still be in the employ of or providing services for the Company, provided that rights to the Option will be limited to the extent to which those rights were earned or vested when the leave or absence began.

3. Effect of Termination of Service on Exercisability . Except as provided in Sections 6 and 7, this Option with respect to Vested Shares may be exercised only while you continue to perform services for the Company or any Subsidiary and will terminate and cease to be exercisable upon termination of your service, *except* as follows:

(a) Termination on Account of Disability . If your service with the Company or any Subsidiary terminates by reason of disability (within the meaning of section 22(e)(3) of the Code), this Option may be exercised by you (or your estate or the person who subsequently acquires this Option by will or the laws of descent and distribution or otherwise by reason of your death) at any time during the period ending on the earlier to occur of (i) the date that is one year following such termination of service, or (ii) the Expiration Date, but only to the extent this Option was exercisable for Vested Shares as of the date your service so terminates.

(b) Termination on Account of Death . If you cease to perform services for the Company or any Subsidiary due to your death, your estate, or the person who acquires this Option by will or the laws of descent and distribution or otherwise by reason of your death, may exercise this Option at any time during the period ending on the earlier to occur of (i) the date that is one year following your death, or (ii) the Expiration Date, but only to the extent this Option was exercisable for Vested Shares as of the date of your death.

(c) Termination not for Cause . If your service with the Company or any Subsidiary terminates for any reason other than as described in Sections 3(a) or (b), unless such service is terminated for Cause (as defined below), this Option may be exercised by you at any time during the period ending on the earlier to occur of (i) the date that is three months following your termination, or by your estate (or the person who subsequently acquires this Option by will or the laws of descent and distribution or otherwise by reason of your death) during a period of one year following your death if you die during such three-month period, but in each such case only to the extent this Option was exercisable for Vested Shares as of the date of your termination or (ii) the Expiration Date.

" ***Cause*** " will mean (i) you have committed a deliberate and premeditated act against the interests of the Company including, without limitation, an act of fraud, embezzlement, misappropriation or breach of fiduciary duty against the Company, including, but not limited to, the offer, payment, solicitation or acceptance of any unlawful bribe or kickback with respect to the Company's business; or (ii) you have been convicted by a court of competent jurisdiction of, or pleaded guilty or nolo contendere to, any felony or any crime involving moral turpitude; or (iii) you have failed to perform or neglected the material duties incident to your employment with the Company on a regular basis; or (iv) you have been chronically absent from work (excluding vacations, illnesses, disability or leaves of absence approved by the Board); or (v) you have has refused, after explicit written notice, to obey any lawful resolution of or direction by the Company or the Board which is consistent with the duties incident to his employment with the Company; or (vi) you have engaged in (x) the unlawful use (including being under the influence) or possession of illegal drugs on the Company's premises or (y) habitual drunkenness; provided, however, that no termination shall be for Cause under clauses (iii) or (v) above until you have been provided an opportunity (not to exceed 30 days) to cure any act or failure to act alleged to constitute Cause after a written demand shall have been delivered to you specifying the alleged act or failure to act and you fail to cure such action or inaction. Any voluntary termination in anticipation of an involuntary termination of your employment for Cause shall be deemed to be a termination for "Cause." In the event that you are a party to an employment, severance or similar agreement with the Company or any of its affiliates and such agreement contains a definition of "Cause," the definition of "Cause" set forth above shall be deemed replaced and superceded, with respect to you, by the definition of "Cause" used in such employment agreement.

4. Transferability . The Option, and any rights or interests therein will be transferable by you only to the extent approved by the Committee in conformance with Section 10(a) of the Plan.

5. Compliance with Securities Law . Notwithstanding any provision of this Agreement to the contrary, the grant of the Option and the issuance of Stock will be subject to compliance with all applicable requirements of federal, state, and foreign securities laws and with the requirements of any stock exchange or market system upon which the Stock may then be listed. The Option may not be exercised if the issuance of shares of Stock upon exercise would constitute a violation of any applicable federal, state, or foreign securities laws or other

law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, the Option may not be exercised unless (a) a registration statement under the Securities Act of 1933, as amended (the "***Act***"), is at the time of exercise of the Option in effect with respect to the shares issuable upon exercise of the Option or (b) in the opinion of legal counsel to the Company, the shares issuable upon exercise of the Option may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Act. YOU ARE CAUTIONED THAT THE OPTION MAY NOT BE EXERCISED UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. ACCORDINGLY, YOU MAY NOT BE ABLE TO EXERCISE THE OPTION WHEN DESIRED EVEN THOUGH THE OPTION IS VESTED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Option will relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority has not been obtained. As a condition to the exercise of the Option, the Company may require you to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company.

6. Extension if Exercise Prevented by Law . Notwithstanding Section 3, if the exercise of the Option within the applicable time periods set forth in Section 3 is prevented by the provisions of Section 5, the Option will remain exercisable until 30 days after the date you are notified by the Company that the Option is exercisable, but in any event no later than the Expiration Date. The Company makes no representation as to the tax consequences of any such delayed exercise. You should consult with your own tax advisor as to the tax consequences of any such delayed exercise.

7. Extension if You are Subject to Section 16(b) . If you are permitted to exercise your Option following the date upon which you cease to provide services to the Company pursuant to Section 3 then, notwithstanding Section 3, if a sale within the applicable time periods set forth in Section 3 of shares acquired upon the exercise of the Option would subject you to suit under Section 16(b) of the Securities Exchange Act of 1934, as amended, the Option will remain exercisable until the earliest to occur of (a) the 10th day following the date on which a sale of such shares by you would no longer be subject to such suit, (b) the 190th day after your termination of service with the Company and any Subsidiary, or (c) the Expiration Date. The Company makes no representation as to the tax consequences of any such delayed exercise. You should consult with your own tax advisor as to the tax consequences of any such delayed exercise.

8. Withholding Taxes . The Committee may, in its discretion, require you to pay to the Company at the time of the exercise of an Option or thereafter, the amount that the Committee deems necessary to satisfy the Company's current or future obligation to withhold federal, state or local income or other taxes that you incur by exercising an Option. In connection with such an event requiring tax withholding, you may: (a) at the Company's sole discretion, direct the Company to withhold from the shares of Stock to be issued to you the number of shares necessary to satisfy the Company's obligation to withhold taxes, that determination to be based on the shares' Fair Market Value as of the date of exercise; (b) at the

Company's sole discretion, deliver to the Company sufficient shares of Stock (based upon the Fair Market Value as of the date of such delivery) to satisfy the Company's tax withholding obligation; (c) deliver sufficient cash to the Company to satisfy its tax withholding obligations; or (d) at the Company's sole discretion, pay the amount due pursuant to any other method approved by the Company. If the Company approves and you elect to use a Stock withholding feature you must make the election at the time and in the manner that the Committee prescribes. In the event the Committee subsequently determines that the aggregate Fair Market Value (as determined above) of any shares of Stock withheld or delivered as payment of any tax withholding obligation is insufficient to discharge that tax withholding obligation, then you shall pay to the Company, immediately upon the Committee's request, the amount of that deficiency in the form of payment requested by the Committee.

9. Status of Stock . With respect to the status of the Stock, at the time of execution of this Agreement you understand and agree to all of the following:

(a) You agree that the shares of Stock that you may acquire by exercising this Option will not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable securities laws, whether federal or state.

(b) You agree that (i) the Company may refuse to register the transfer of the shares of Stock purchased under this Option on the stock transfer records of the Company if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law and (ii) the Company may give related instructions to its transfer agent, if any, to stop registration of the transfer of the shares of Stock purchased under this Option.

10. Adjustments . The terms of the Option shall be subject to adjustment from time to time, in accordance with the terms of the Plan.

11. Stockholder Agreement . The Committee may, in its sole discretion, condition the delivery of Stock pursuant to the exercise of this Option upon your entering into a stockholder agreement in such form as approved from time to time by the Board.

12. Legends . The Company may at any time place legends, referencing any restrictions imposed on the shares pursuant to Sections 9 or 11 of this Agreement, and any applicable federal, state or foreign securities law restrictions, on all certificates representing shares of Stock subject to the provisions of this Agreement.

13. Notice of Sales Upon Disqualifying Disposition of ISO . If the Option is designated as an Incentive Stock Option in the Notice of Grant, you must comply with the provisions of this Section 16. You must promptly notify the Chief Financial Officer of the Company if you dispose of any of the shares acquired pursuant to the Option within one year after the date you exercise all or part of the Option or within two years after the Date of Grant. Until such time as you dispose of such shares in a manner consistent with the provisions of this Agreement, unless otherwise expressly authorized by the Company, you must hold all shares acquired pursuant to the Option in your name (and not in the name of any nominee) for the one-year period immediately after the exercise of the Option and the two-year period

immediately after the Date of Grant. At any time during the one-year or two-year periods set forth above, the Company may place a legend on any certificate representing shares acquired pursuant to the Option requesting the transfer agent for the Company's stock to notify the Company of any such transfers. Your obligation to notify the Company of any such transfer will continue notwithstanding that a legend has been placed on the certificate pursuant to the preceding sentence.

14. Right to Terminate Services . Nothing contained in this Agreement shall confer upon you the right to continue in the employ of, or performing services for, the Company or any Subsidiary, or interfere in any way with the rights of the Company or any Subsidiary to terminate your employment or service relationship at any time.

15. Furnish Information . You agree to furnish to the Company all information requested by the Company to enable it to comply with any reporting or other requirement imposed upon the Company by or under any applicable statute or regulation.

16. Remedies . The Company shall be entitled to recover from you reasonable attorneys' fees incurred in connection with the enforcement of the terms and provisions of this Agreement whether by an action to enforce specific performance or for damages for its breach or otherwise.

17. No Liability for Good Faith Determinations . The Company and the members of the Committee and the Board shall not be liable for any act, omission or determination taken or made in good faith with respect to this Agreement or the Option granted hereunder.

18. Execution of Receipts and Releases . Any payment of cash or any issuance or transfer of shares of Stock or other property to you, or to your legal representative, heir, legatee or distributee, in accordance with the provisions hereof, shall, to the extent thereof, be in full satisfaction of all claims of such persons hereunder. The Company may require you or your legal representative, heir, legatee or distributee, as a condition precedent to such payment or issuance, to execute a release and receipt therefore in such form as it shall determine.

19. No Guarantee of Interests . The Board and the Company do not guarantee the Stock of the Company from loss or depreciation.

20. Company Records . Records of the Company regarding your service and other matters shall be conclusive for all purposes hereunder, unless determined by the Company to be incorrect.

21. Notice . Each notice required or permitted under this Agreement must be in writing and personally delivered or sent by mail and shall be deemed to be delivered on the date on which such notice is actually received by the person to whom it is properly addressed or if earlier the date sent via certified mail.

22. Waiver of Notice . Any person entitled to notice hereunder may, by written form, waive such notice.

23. Information Confidential . As partial consideration for the granting of this Option, you agree that you will keep confidential all information and knowledge that you have relating to the manner and amount of your participation in the Plan; provided, however, that such information may be disclosed as required by law and may be given in confidence to your spouse, tax and financial advisors. In the event any breach of this promise comes to the attention of the Company, it shall take into consideration that breach in determining whether to recommend the grant of any future similar award to you, as a factor weighing against the advisability of granting any such future award to you.

24. Successors . This Agreement shall be binding upon you, your legal representatives, heirs, legatees and distributees, and upon the Company, its successors and assigns.

25. Severability . If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

26. Company Action . Any action required of the Company shall be by resolution of the Board or by a person authorized to act by resolution of the Board.

27. Headings . The titles and headings of paragraphs are included for convenience of reference only and are not to be considered in construction of the provisions hereof.

28. Governing Law . All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of Delaware, without giving any effect to any conflict of law provisions thereof, except to the extent Delaware state law is preempted by federal law. The obligation of the Company to sell and deliver Stock hereunder is subject to applicable laws and to the approval of any governmental authority required in connection with the authorization, issuance, sale, or delivery of such Stock.

29. Consent to Ohio Jurisdiction and Venue . You hereby consent and agree that state courts located in Geauga County, Ohio and the United States District Court for the Northern District of Ohio each shall have personal jurisdiction and proper venue with respect to any dispute between you and the Company arising in connection with the Option or this Agreement. In any dispute with the Company, you will not raise, and you hereby expressly waive, any objection or defense to any such jurisdiction as an inconvenient forum.

30. Word Usage . Words used in the masculine shall apply to the feminine where applicable, and wherever the context of this Agreement dictates, the plural shall be read as the singular and the singular as the plural.

31. No Assignment . You may not assign this Agreement or any of your rights under this Agreement without the Company’s prior written consent, and any purported or attempted assignment without such prior written consent shall be void.

32. Clawback . This Agreement is subject to any written clawback policies that the Company, with the approval of the Board, may adopt. Any such policy may subject your

Award and amounts paid or realized with respect to Award under this Agreement to reduction, cancelation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including but not limited to an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy adopted to conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and rules promulgated thereunder by the Securities and Exchange Commission and that the Company determines should apply to this Agreement.

33. Miscellaneous .

(a) This Agreement is subject to all the terms, conditions, limitations and restrictions contained in the Plan. In the event of any conflict or inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall be controlling.

(b) The Option may be amended by the Board or by the Committee at any time (i) if the Board or the Committee determines, in its sole discretion, that amendment is necessary or advisable in light of any addition to or change in any federal or state, tax or securities law or other law or regulation, which change occurs after the Date of Grant and by its terms applies to the Option; or (ii) other than in the circumstances described in clause (i) or provided in the Plan, with your consent.

(c) If this Option is intended to be an incentive stock option designed pursuant to section 422 of the Code, then in the event the Option Shares (and all other options designed pursuant to section 422 of the Code granted to you by the Company or any parent of the Company or Subsidiary) that first become exercisable in any calendar year have an aggregate fair market value (determined for each Option Share as of the Date of Grant) that exceeds $100,000, the Option Shares in excess of $100,000 shall be treated as subject to a Nonstatutory Stock Option.

[Remainder of page intentionally left blank]

Exhibit 10.19

FORM OF
NOTICE OF GRANT OF STOCK OPTION

Pursuant to the terms and conditions of the FMSA Holdings Inc. 2014 Long Term Incentive Plan, attached as Appendix A (the " ***Plan*** "), and the associated Stock Option Agreement, attached as Appendix B (the " ***Option Agreement*** "), you are hereby granted an option (this " ***Option*** ") to purchase shares of Stock under the conditions set forth in this Notice of Grant of Stock Option (the " ***Notice*** "), in the Option Agreement, and in the Plan. Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

Type of Option: Check one (and only one) of the following:

☐ **Incentive Stock Option** (This Option **is** intended to be an Incentive Stock Option (as defined in the Plan).)

☐ **Nonstatutory Stock Option** (This Option **is not** intended to be an Incentive Stock Option (as defined in the Plan).)

Optionee:

Date of Grant: , 20 (" ***Date of Grant*** ")

Number of Shares:

Exercise Price: $ per share

Note : In the case of an Incentive Stock Option, the Option Price must be at least 100% (or, in the case of a 10% shareholder of the Company, 110%) of the Fair Market Value (as defined in the Plan) of a share of Stock on the Date of Grant.

Expiration Date: , 20

Note : In the case of an Incentive Stock Option, this date cannot be more than ten years (or in the case of a 10% shareholder of the Company, more than five years) from the Date of Grant.

Vesting Schedule: Subject to the other terms and conditions set forth herein, the Option Agreement and in the Plan, this Option may be exercised in cumulative installments as follows, provided that you remain an employee of, or a service provider to, the Company or its Subsidiaries until the following applicable dates, this Option will become exercisable with respect to: [ ]

By your signature and the signature of the Company's representative below, you and the Company hereby acknowledge your receipt of this Option granted on the Date of Grant indicated above, which has been issued to you under the terms and conditions of this Notice, the Plan and the Option Agreement, including the vesting and risk of forfeiture provisions set forth therein.

You understand and acknowledge that if the purchase price of the Stock under this Option is less than the Fair Market Value of such Stock on the date of grant of this Option, then you may incur adverse tax consequences under sections 409A and/or 422 of the Code. You acknowledge and agree that (a) you are not relying upon any determination by the Company, its affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the " ***Company Parties*** ") of the Fair Market Value of the Stock on the Date of Grant, (b) you are not relying upon any written or oral statement or representation of the Company Parties regarding the tax effects associated with your execution of this Notice and receipt, holding and exercise of this Option, (c) in deciding to enter into this Notice you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted. Further, you acknowledge and agree that you take sole responsibility in the management of the Option. The Company will not offer tax advice or investment management strategies with respect to exercise of such Options or vesting schedules. Once the Option expires, you forfeit the right to exercise it. The Company is not obliged to notify you when expiration of the Option approaches. You should consult a tax advisor, accountant or financial planner, as the case may be, for specific advice involving the Options granted hereunder. You hereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with your execution of this Notice and your receipt, holding and exercise of this Option.

In addition, you are consenting to receive documents from the Company and any plan administrator by means of electronic delivery, provided that such delivery complies with the rules, regulations, and guidance issued by the Securities and Exchange Commission and any other applicable government agency. This consent shall be effective for the entire time that you are a participant in the Plan.

You further acknowledge receipt of a copy of the Plan and the Option Agreement and agree to all of the terms and conditions of this Notice and of the Plan and the Option Agreement, which are incorporated in this Notice by reference.

Note: To accept the grant of this Option, you must execute this form and return an executed copy to (the "Designated Recipient") by . Failure to return the executed copy to the Designated Recipient by such date will render this Option invalid.

FMSA Holdings Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Accepted by:

_____
[insert name of Grantee]

Date:

_____
[insert name of Designated Recipient]

Date Received: _____

Attachments :

Appendix A – FMSA Holdings Inc. 2014 Long Term Incentive Plan

Appendix B – Stock Option Agreement

Appendix C – Notice of Stock Option Exercise

Appendix A

FMSA Holdings Inc.
2014 Long Term Incentive Plan

Appendix B

Stock Option Agreement

Appendix C

Notice of Stock Option Exercise

Exhibit 10.20

FMSA Holdings Inc. 2014 Long Term Incentive Plan (the "Plan")
Notice of Stock Option Exercise

OPTIONEE INFORMATION:

Name: _____ Employee Number: _____

Address: _____

_____

Director or Section 16 Officer: ☐ Yes ☐ No

OPTION INFORMATION:

Date of Grant: , , 20

Type of Option: ☐ Nonstatutory (NSO) or ☐ Incentive (ISO)

Exercise Price per share: $

Total number of shares of common stock ("Stock") of FMSA Holdings Inc. (the "Company") covered by option: shares

EXERCISE INFORMATION:

1. Number of shares of Stock of the Company for which option is being exercised now: (These shares are referred to below as the "Purchased Shares.")
2. Total Exercise Price for the Purchased Shares: $
3. Form of payment of exercise price (enclosed, as applicable) ***[check all that apply]*** :

☐ a. Check for $, made payable to "FMSA Holdings Inc."

☐ b. Certificate(s) for shares of Stock of the Company that I have owned for at least six months. (These shares will be valued as of the date this notice is received by the Company.)

Approved By: _____
Approval Date: / / 20

☐ c. I elect for the Company to withhold from the number shares of Stock set forth in Item 1 above a number of shares with a Fair Market Value (as defined in the Plan) equal to the Exercise Price set forth in my Notice of Grant of Stock Option. (These shares will be valued as of the date this notice is received by the Company.)

Approved By: _____
Approval Date: / / 20

☐ d. Other form of payment deemed acceptable and approved in advance by the Committee (as defined below) or the Company's Chief Executive Officer, as applicable:

_____

Approved By: _____
Approval Date: / / 20

Note that the forms of payment described in Items 3.b., 3.c. and 3.d require approval by the committee appointed by the Board of Directors of the Company to administer the Plan (the "Committee"). If you are not an individual who is subject to section 16(b) of the Securities Exchange Act of 1934, as amended from time to time (the "Exchange Act") then the Chief Executive Officer of the Company may be able to approve the forms of payment described in Items 3.b., 3.c. and 3.d.

4. Form of payment of tax withholding (enclosed, as applicable) ***[check all that apply]*** :

☐ a. Check for $, made payable to "FMSA Holdings Inc."

☐ b. Certificate(s) for shares of Stock of the Company that I have owned for at least six months. (These shares will be valued as of the date this notice is received by the Company.)

Approved By: _____
Approval Date: / / 20

☐ c. I elect for the Company to withhold from the number shares of Stock set forth in Item 1 above the number of shares necessary to satisfy the Company's tax withholding obligations, based on the Fair Market Value (as defined in the Plan) of such shares. (These shares will be valued as of the date this notice is received by the Company.)

Approved By: _____
Approval Date: / / 20

☐ d. Other form of payment deemed acceptable and approved in advance by the Committee (as defined below) or the Company's Chief Executive Officer, as applicable:

_____

Approved By: _____
Approval Date: / / 20

Note that the forms of payment described in Items 4.b., 4.c. and 4.d require approval by the Committee. If you are not an individuals who is subject to section 16(b) of the Exchange Act, then the Chief Executive Officer of the Company may be able to approve the forms of payment described in Items 4.b., 4.c. and 4.d.

5. Names in which the Purchased Shares should be registered ***[you must check one]*** :

☐ a. In my name only

☐ b. In the names of my spouse and myself as community property

My spouse's name (if applicable):
_____

☐ c. In the names of my spouse and myself as joint tenants with the right of survivorship

6. The certificate for the Purchased Shares should be sent to the following address:

_____
_____
_____

You must sign this Notice on the third page before submitting it to the Company.

REPRESENTATIONS AND ACKNOWLEDGMENTS OF THE OPTIONEE:

1. I will not sell, transfer or otherwise dispose of the Purchased Shares in violation of the Securities Act, the Securities Exchange Act of 1934, or the rules promulgated thereunder.

2. I acknowledge that I have received and have had access to such information as I consider necessary or appropriate for deciding whether to invest in the Purchased Shares and that I have had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the issuance of the Purchased Shares.

3. I am aware that my investment in the Company is a speculative investment and is subject to the risk of complete loss. I am able, without impairing my financial condition, to suffer a complete loss of my investment in the Purchased Shares.

4. I acknowledge that I am acquiring the Purchased Shares subject to all other terms of the Notice of Grant of Stock Option, the Stock Option Agreement, and the Plan.

5. I agree to seek the consent of my spouse to the extent required by the Company to enforce the foregoing.

By: _____
Name: _____
Date: _____

Exhibit 10.21

FMSA HOLDINGS INC.
2014 LONG TERM INCENTIVE PLAN

FORM OF
RESTRICTED STOCK UNIT AGREEMENT

This Agreement is made and entered into as of the "Date of Grant" set forth in the Notice of Grant of Restricted Stock Unit (" ***Notice of Grant*** ") by and between FMSA Holdings Inc., a Delaware corporation (the " ***Company*** ") and you;

WHEREAS , the Company adopted the FMSA Holdings Inc. 2014 Long Term Incentive Plan, as it may be amended from time to time (the " ***Plan*** ") under which the Company is authorized to grant restricted stock unit awards to certain employees and service providers of the Company;

WHEREAS , in order to induce you to enter into or to continue to provide services to the Company and to materially contribute to the success of the Company, the Company agrees to grant you this restricted stock unit award;

WHEREAS , a copy of the Plan has been furnished to you and shall be deemed a part of this restricted stock unit award agreement (" ***Agreement*** ") as if fully set forth herein and the terms capitalized but not defined herein shall have the meanings set forth in the Plan; and

WHEREAS , you desire to accept the restricted stock unit award made pursuant to this Agreement.

NOW, THEREFORE, in consideration of and mutual covenants set forth herein and for other valuable consideration hereinafter set forth, the parties agree as follows:

1. The Grant . Subject to the conditions set forth below, the Company hereby grants you, effective as of the Date of Grant, as a matter of separate inducement but not in lieu of any salary or other compensation for your services for the Company, an award consisting of an aggregate number of Restricted Stock Units, whereby each Restricted Stock Unit represents the right to receive one share of common stock, par value $0.01 per share, of the Company (" ***Stock*** "), plus the additional rights to Dividend Equivalents set forth in Section 3, in accordance with the terms and conditions set forth herein and in the Plan (the " ***Award*** "). To the extent that any provision of this Agreement conflicts with the expressly applicable terms of the Plan, you acknowledge and agree that those terms of the Plan shall control and, if necessary, the applicable terms of this Agreement shall be deemed amended so as to carry out the purpose and intent of the Plan. Terms that have their initial letter capitalized, but that are not otherwise defined in this Agreement shall have the meanings given to them in the Plan.

2. No Shareholder Rights . The Restricted Stock Units granted pursuant to this Agreement do not and shall not entitle you to any rights of a holder of Stock prior to the date shares of Stock are issued to you in settlement of the Award. Your rights with respect to the Restricted Stock Units shall remain forfeitable at all times prior to the date on which rights become vested and the restrictions with respect to the Restricted Stock Units lapse in accordance with Section 6.

3. Dividend Equivalents . In the event that the Company declares and pays a dividend in respect of its outstanding shares of Stock and, on the record date for such dividend, you hold Restricted Stock Units granted pursuant to this Agreement that have not been settled, the Company will record the amount of such dividend in a bookkeeping account under your name. Within 45 days following the date on which the restrictions on each Restricted Stock Unit lapse, the Company will pay to you an amount in cash equal to the cash dividends accumulated in the bookkeeping account for that Restricted Stock Unit. For purposes of clarity, if the Restricted Stock Units are forfeited by you pursuant to the terms of this Agreement then you shall also forfeit the Dividend Equivalents, if any, accrued with respect to such forfeited Restricted Stock Unit. No interest will accrue on the Dividend Equivalents between the declaration and settlement of the dividends.

4. Restrictions; Forfeiture . The Restricted Stock Units are restricted in that they may not be sold, transferred or otherwise alienated or hypothecated until these restrictions are removed or expire as contemplated in Section 6 of this Agreement and as described in the Notice of Grant and Stock is issued to you as described in Section 5 of this Agreement. The Restricted Stock Units are also restricted in the sense that they may be forfeited to the Company (the " ***Forfeiture Restrictions*** ").

5. Issuance of Stock . No shares of Stock shall be issued to you prior to the date on which the Restricted Stock Units vest and the restrictions, including the Forfeiture Restrictions, with respect to the Restricted Stock Units lapse, in accordance with Section 6. After the Restricted Stock Units vest pursuant to Section 6, the Company shall, promptly and within 45 days of such vesting date, cause to be issued Stock registered in your name in payment of such vested Restricted Stock Units upon receipt by the Company of any required tax withholding. The Company shall evidence the Stock to be issued in payment of such vested Restricted Stock Units in the manner it deems appropriate. The value of any fractional Restricted Stock Units shall be rounded up at the time Stock is issued to you in connection with the Restricted Stock Units. No fractional shares of Stock, nor the cash value of any fractional shares of Stock, will be issuable or payable to you pursuant to this Agreement. The value of such shares of Stock shall not bear any interest owing to the passage of time. Neither this Section 5 nor any action taken pursuant to or in accordance with this Section 5 shall be construed to create a trust or a funded or secured obligation of any kind.

6. Expiration of Restrictions and Risk of Forfeiture . The restrictions on the Restricted Stock Units granted pursuant to this Agreement, including the Forfeiture Restrictions, will expire as set forth in the Notice of Grant and shares of Stock that are nonforfeitable and transferable, except to the extent provided in Section 11 of this Agreement, will be issued to you in payment of your vested Restricted Stock Units as set forth in Section 5, provided that you remain in the employ of, or a service provider to, the Company or its Subsidiaries until the applicable dates set forth in the Notice of Grant.

7. Termination of Services . If your service relationship with the Company or any of its Subsidiaries is terminated for any reason, then those Restricted Stock Units for which the

restrictions have not lapsed as of the date of termination shall become null and void and those Restricted Stock Units shall be forfeited to the Company. The Restricted Stock Units for which the restrictions have lapsed as of the date of such termination, including Restricted Stock Units for which the restrictions lapsed in connection with such termination, shall not be forfeited to the Company and shall be settled as set forth in Section 6.

8. Leave of Absence . With respect to the Award, the Company may, in its sole discretion, determine that if you are on leave of absence for any reason you will be considered to still be in the employ of, or providing services for, the Company, provided that rights to the Restricted Stock Units during a leave of absence may be limited to the extent to which those rights were earned or vested when the leave of absence began, and provided further, that no "separation from service" has occurred, as such term is defined in Section 409A of the Internal Revenue Code, as amended, and the regulations and guidance issued thereunder.

9. Payment of Taxes . The Company may require you to pay to the Company (or the Company's Subsidiary if you are an employee of a Subsidiary of the Company), an amount the Company deems necessary to satisfy its (or its Subsidiary's) current or future obligation to withhold federal, state or local income or other taxes that you incur as a result of the Award and may condition settlement of the Award upon such payment. With respect to any required tax withholding, the Committee may, in its sole discretion: (a) withhold from the shares of Stock to be issued to you under this Agreement the number of shares necessary to satisfy the Company's obligation to withhold taxes; which determination will be based on the shares' Fair Market Value at the time such determination is made; (b) allow you to deliver to the Company previously owned shares of Stock sufficient to satisfy the Company's tax withholding obligations, based on the shares' Fair Market Value at the time such determination is made; (c) allow you to deliver cash to the Company sufficient to satisfy its tax withholding obligations; (d) satisfy such tax withholding through any combination of (a), (b) and (c); or (e) take such other action as the Company deems advisable to enable the Company (or its Subsidiaries) to satisfy obligations for the payment of withholding taxes and other tax obligations related to the Award. In the event the Company determines that the aggregate Fair Market Value of the shares of Stock withheld as payment of any tax withholding obligation is insufficient to discharge that tax withholding obligation, then you must pay to the Company, in cash, the amount of that deficiency immediately upon the Company's request.

10. Compliance with Securities Law . Notwithstanding any provision of this Agreement to the contrary, the issuance of Stock will be subject to compliance with all applicable requirements of federal, state, or foreign law with respect to such securities and with the requirements of any stock exchange or market system upon which the Stock may then be listed. No Stock will be issued hereunder if such issuance would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, Stock will not be issued hereunder unless (a) a registration statement under the Securities Act is, at the time of issuance, in effect with respect to the shares issued or (b) in the opinion of legal counsel to the Company, the shares issued may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. YOU ARE CAUTIONED THAT ISSUANCE OF STOCK UPON THE VESTING OF RESTRICTED STOCK UNITS GRANTED PURSUANT TO THIS AGREEMENT MAY NOT OCCUR

UNLESS THE FOREGOING CONDITIONS ARE SATISFIED. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares subject to the Award will relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority has not been obtained. As a condition to any issuance hereunder, the Company may require you to satisfy any qualifications that may be necessary or appropriate to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect to such compliance as may be requested by the Company. From time to time, the Board and appropriate officers of the Company are authorized to take the actions necessary and appropriate to file required documents with governmental authorities, stock exchanges, and other appropriate Persons to make shares of Stock available for issuance.

11. Legends . The Company may at any time place legends referencing any restrictions imposed on the shares pursuant to Sections 10 and 11 of this Agreement on all certificates representing shares issued with respect to this Award.

12. Right of the Company and Subsidiaries to Terminate Services . Nothing in this Agreement confers upon you the right to continue in the employ of or performing services for the Company or any Subsidiary, or interfere in any way with the rights of the Company or any Subsidiary to terminate your employment or service relationship at any time.

13. Furnish Information . You agree to furnish to the Company all information requested by the Company to enable it to comply with any reporting or other requirements imposed upon the Company by or under any applicable statute or regulation.

14. Remedies . The parties to this Agreement shall be entitled to recover from each other reasonable attorneys' fees incurred in connection with the successful enforcement of the terms and provisions of this Agreement whether by an action to enforce specific performance or for damages for its breach or otherwise.

15. No Liability for Good Faith Determinations . The Company and the members of the Board shall not be liable for any act, omission or determination taken or made in good faith with respect to this Agreement or the Restricted Stock Units granted hereunder.

16. Execution of Receipts and Releases . Any payment of cash or any issuance or transfer of shares of Stock or other property to you, or to your legal representative, heir, legatee or distributee, in accordance with the provisions hereof, shall, to the extent thereof, be in full satisfaction of all claims of such Persons hereunder. The Company may require you or your legal representative, heir, legatee or distributee, as a condition precedent to such payment or issuance, to execute a release and receipt therefor in such form as it shall determine.

17. No Guarantee of Interests . The Board and the Company do not guarantee the Stock of the Company from loss or depreciation.

18. Notice . All notices required or permitted under this Agreement must be in writing and personally delivered or sent by mail and shall be deemed to be delivered on the date on which it is actually received by the person to whom it is properly addressed or if earlier the date it is sent via certified United States mail.

19. Waiver of Notice . Any person entitled to notice hereunder may waive such notice in writing.

20. Information Confidential . As partial consideration for the granting of the Award hereunder, you hereby agree to keep confidential all information and knowledge, except that which has been disclosed in any public filings required by law, that you have relating to the terms and conditions of this Agreement; provided, however, that such information may be disclosed as required by law and may be given in confidence to your spouse and tax and financial advisors. In the event any breach of this promise comes to the attention of the Company, it shall take into consideration that breach in determining whether to recommend the grant of any future similar award to you, as a factor weighing against the advisability of granting any such future award to you.

21. Successors . This Agreement shall be binding upon you, your legal representatives, heirs, legatees and distributees, and upon the Company, its successors and assigns.

22. Severability . If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

23. Company Action . Any action required of the Company shall be by resolution of the Board or by a person or entity authorized to act by resolution of the Board.

24. Headings . The titles and headings of Sections are included for convenience of reference only and are not to be considered in construction of the provisions hereof.

25. Governing Law . All questions arising with respect to the provisions of this Agreement shall be determined by application of the laws of Delaware, without giving any effect to any conflict of law provisions thereof, except to the extent Delaware state law is preempted by federal law. The obligation of the Company to sell and deliver Stock hereunder is subject to applicable laws and to the approval of any governmental authority required in connection with the authorization, issuance, sale, or delivery of such Stock.

26. Consent to Jurisdiction and Venue . You hereby consent and agree that state courts located in Geauga County, Ohio and the United States District Court for the Northern District of Ohio each shall have personal jurisdiction and proper venue with respect to any dispute between you and the Company arising in connection with the Restricted Stock Units or this Agreement. In any dispute with the Company, you will not raise, and you hereby expressly waive, any objection or defense to such jurisdiction as an inconvenient forum.

27. Amendment . This Agreement may be amended the Board or by the Committee at any time (a) if the Board or the Committee determines, in its sole discretion, that amendment is necessary or advisable in light of any addition to or change in any federal or state, tax or

securities law or other law or regulation, which change occurs after the Date of Grant and by its terms applies to the Award; or (b) other than in the circumstances described in clause (a) or provided in the Plan, with your consent.

28. Clawback . This Agreement is subject to any written clawback policies that the Company, with the approval of the Board, may adopt. Any such policy may subject your Award and amounts paid or realized with respect to Award under this Agreement to reduction, cancelation, forfeiture or recoupment if certain specified events or wrongful conduct occur, including but not limited to an accounting restatement due to the Company's material noncompliance with financial reporting regulations or other events or wrongful conduct specified in any such clawback policy adopted to conform to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 and rules promulgated thereunder by the Securities and Exchange Commission and that the Company determines should apply to this Agreement.

29. The Plan . This Agreement is subject to all the terms, conditions, limitations and restrictions contained in the Plan.

[Remainder of page intentionally left blank]

Exhibit 10.22

FORM OF
NOTICE OF GRANT OF RESTRICTED STOCK UNIT

Pursuant to the terms and conditions of the FMSA Holdings Inc. 2014 Long Term Incentive Plan, attached as Appendix A (the " ***Plan*** "), and the associated Restricted Stock Unit Agreement, attached as Appendix B (the " ***Agreement*** "), you are hereby granted an award to receive the number of Restricted Stock Units set forth below whereby each Restricted Stock Unit represents the right to receive one share of Stock, plus rights to certain Dividend Equivalents described in Section 4 of the Agreement, subject to certain restrictions thereon, and under the terms and conditions set forth below, in the Agreement, and in the Plan (the " ***Restricted Stock Units*** "). Capitalized terms used but not defined herein shall have the meanings set forth in the Plan.

Grantee:

Date of Grant : (" ***Date of Grant*** ")

Number of Restricted Stock Units :

Vesting Schedule : The restrictions on all of the Restricted Stock Units granted pursuant to the Agreement will expire, the Restricted Stock Units will vest, and Stock will become issuable with respect to the Restricted Stock Units, as set forth in Section 6 of the Agreement (which Stock will be transferable when issued, except to the extent provided in Section 11 of the Agreement, and nonforfeitable) as follows: **[ ];** provided, however, that such restrictions will expire on such dates only if you remain in the employ of or a service provider to the Company or its Subsidiaries continuously from the Date of Grant through the applicable vesting date.

By your signature and the signature of the Company's representative below, you and the Company hereby acknowledge receipt of the Restricted Stock Units issued on the Date of Grant indicated above, which have been granted under the terms and conditions contained herein and in the Plan and the Agreement.

You acknowledge and agree that (a) you are not relying upon any written or oral statement or representation of the Company, its affiliates, or any of their respective employees, directors, officers, attorneys or agents (collectively, the " ***Company Parties*** ") regarding the tax effects associated with your execution of this Notice of Grant of Restricted Stock Units and your receipt and holding of and the vesting of the Restricted Stock Units, (b) in deciding to enter into this Agreement, you are relying on your own judgment and the judgment of the professionals of your choice with whom you have consulted, and (c) the Company will not offer investment or

tax advice with respect to the Restricted Stock Units granted hereunder, and you should consult a tax advisor, accountant or financial planner, as the case may be, for such advice. You hereby release, acquit and forever discharge the Company Parties from all actions, causes of actions, suits, debts, obligations, liabilities, claims, damages, losses, costs and expenses of any nature whatsoever, known or unknown, on account of, arising out of, or in any way related to the tax effects associated with your execution of this Notice of Grant and receipt and holding of and the vesting of the Restricted Stock Units.

In addition, you are consenting to receive documents from the Company and any plan administrator by means of electronic delivery, provided that such delivery complies with the rules, regulations, and guidance issued by the Securities and Exchange Commission and any other applicable government agency. This consent shall be effective for the entire time that you are a participant in the Plan.

You further acknowledge receipt of a copy of the Plan and the Agreement and agree to all of the terms and conditions of the Plan and the Agreement which are incorporated herein by reference.

Note: To accept the grant of this grant of Restricted Stock Units, you must execute this form and return an executed copy to (the "Designated Recipient") by . Failure to return the executed copy to the Designated Recipient by such date will render this grant of Restricted Stock Units invalid .

FMSA Holdings Inc.,
a Delaware corporation

By: _____
Name: _____
Title: _____

Accepted by:

_____
[insert name of Grantee]

Date: _____

_____
[insert name of Designated Recipient]

Date Received: _____

Attachments: Appendix A – FMSA Holdings Inc. 2014 Long Term Incentive Plan
Appendix B – Restricted Stock Unit Agreement

Appendix A

FMSA Holdings Inc. 2014 Long Term Incentive Plan

Appendix B

Restricted Stock Unit Agreement