

GODADDY INC.

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 04/01/15

Address	14455 N. HAYDEN ROAD SCOTTSDALE, AZ 85260
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

GoDaddy Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

46-5769934
(I.R.S. Employer
Identification No.)

14455 N. Hayden Road
Scottsdale, Arizona 85260
(Address of principal executive offices, including zip code)

2015 Equity Incentive Plan
2015 Employee Stock Purchase Plan
Desert Newco, LLC 2011 Unit Incentive Plan
Locu, Inc. Amended and Restated 2011 Equity Incentive Plan
Bootstrap, Inc. 2008 Stock Plan
The Go Daddy Group, Inc. 2006 Equity Incentive Plan
(Full title of the plan)

Blake J. Irving
Chief Executive Officer
GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, Arizona 85260
(480) 505-8800
(Name, address and telephone number, including area code, of agent for service)

Copies to:

Jeffrey D. Saper, Esq.
Allison B. Spinner, Esq.
Wilson Sonsini Goodrich & Rosati, P.C.
650 Page Mill Road
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(650) 493-9300

Nima Kelly, Esq.
Executive Vice President & General Counsel
GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, Arizona 85260
(480) 505-8800

(Check one).

Large accelerated filer

Accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered ⁽¹⁾	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Class A Common Stock, \$0.001 par value per share, reserved for issuance pursuant to the 2015 Equity Incentive Plan	10,285,461 (2)	\$20.00 (9)	\$205,709,220.00	\$23,903.42
Class A Common Stock, \$0.001 par value per share, reserved for issuance pursuant to the 2015 Employee Stock Purchase Plan	2,000,000 (3)	\$20.00 (9)	\$40,000,000.00	\$4,648.00
Class A Common Stock, \$0.001 par value per share, reserved for issuance pursuant to restricted stock unit awards outstanding under the Desert Newco, LLC 2011 Unit Incentive Plan	41,528 (4)	\$20.00 (9)	\$830,560.00	\$96.52
Class A Common Stock, \$0.001 par value per share, reserved for issuance pursuant to stock option awards outstanding under the Desert Newco, LLC 2011 Unit Incentive Plan	22,364,135 (5)	\$10.89 (10)	\$243,545,430.15	\$28,299.98
Class A Common Stock, \$0.001 par value per share, reserved for issuance pursuant to stock option awards outstanding under the Locu, Inc. Amended and Restated 2011 Equity Incentive Plan	98,325 (6)	\$1.03 (11)	\$101,274.75	\$11.77
Class A Common Stock, \$0.001 par value per share, reserved for issuance pursuant to stock option awards outstanding under the Bootstrap, Inc. 2008 Stock Plan	111,628 (7)	\$2.34 (12)	\$261,209.52	\$30.36
Class A Common Stock, \$0.001 par value per share, reserved for issuance pursuant to stock option awards outstanding under The Go Daddy Group, Inc. 2006 Equity Incentive Plan	5,727,071 (8)	\$2.50 (13)	\$14,317,677.50	\$1,663.72
TOTAL:	40,628,148		\$504,765,371.92	\$58,653.77

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended, this Registration Statement shall also cover any additional shares of the Registrant's Class A common stock that become issuable under the 2015 Equity Incentive Plan ("2015 Plan"), 2015 Employee Stock Purchase Plan ("ESPP"), Desert Newco, LLC 2011 Unit Incentive Plan ("2011 Plan"), Locu, Inc. Amended and Restated 2011 Equity Incentive Plan ("Locu Plan"), Bootstrap, Inc. 2008 Stock Plan ("Outright Plan") and The Go Daddy Group, Inc. 2006 Equity Incentive Plan ("2006 Plan") by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration that increases the number of the Registrant's outstanding shares of Class A common stock.
- (2) Represents 10,285,461 shares of Class A common stock reserved for issuance pursuant to future awards under the 2015 Plan as of the date of this Registration Statement. To the extent that any awards outstanding under the 2011 Plan, the Locu Plan, the Outright Plan or the 2006 Plan are terminated or lapse unexercised subsequent to the date of this Registration Statement, the shares of Class A common stock reserved for issuance pursuant to such awards will become available for issuance under the 2015 Plan up to a maximum of 28,132,734 shares. See footnotes 4, 5, 6, 7 and 8 below.
- (3) Represents 2,000,000 shares of Class A common stock reserved for issuance pursuant to future awards under the ESPP as of the date of this Registration Statement.
- (4) Represents 41,528 shares of Class A common stock reserved for issuance pursuant to restricted stock unit awards outstanding under the 2011 Plan as of the date of this Registration Statement. To the extent that any such awards expire or are forfeited subsequent to the date of this Registration Statement, the shares of Class A common stock reserved for issuance pursuant to such awards will become available for issuance under the 2015 Plan subject to the limits in footnote 2. See footnote 2 above.
- (5) Represents 22,364,135 shares of Class A common stock reserved for issuance pursuant to stock option awards outstanding under the 2011 Plan as of the date of this Registration Statement. To the extent that any such awards expire or are forfeited subsequent to the date of this Registration Statement, the shares of Class A common stock reserved for issuance pursuant to such awards will become available for issuance under the 2015 Plan subject to the limits in footnote 2. See footnote 2 above.
- (6) Represents 98,325 shares of Class A common stock reserved for issuance pursuant to stock option awards outstanding under the Locu Plan as of the date of this Registration Statement. To the extent that any such awards expire or are forfeited subsequent to the date of this Registration Statement, the shares of the Registrant's Class A common stock reserved for issuance pursuant to such awards will become available for issuance under the 2015 Plan subject to the limits in footnote 2. See footnote 2 above.
- (7) Represents 111,628 shares of Class A common stock reserved for issuance pursuant to stock option awards outstanding under the Outright Plan as of the date of this Registration Statement. To the extent that any such awards expire or are forfeited subsequent to the date of this Registration Statement, the shares of the Registrant's Class A common stock reserved for issuance pursuant to such awards will become available for issuance under the 2015 Plan subject to the limits in footnote 2. See footnote 2 above.
- (8) Represents 5,727,071 shares of Class A common stock reserved for issuance pursuant to stock option awards outstanding under the 2006 Plan as of the date of this Registration Statement. To the extent that any such awards expire or are forfeited subsequent to the date of this Registration Statement, the shares of the Registrant's Class A common stock reserved for issuance pursuant to such awards will become

available for issuance under the 2015 Plan subject to the limits in footnote 2. See footnote 2 above.

- (9) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee on the basis of \$20.00, the initial public offering price set forth on the cover page of the Registrant's final prospectus to be dated March 31, 2015 relating to its initial public offering.
 - (10) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee on the basis of \$10.89, the weighted average price per share of outstanding option awards under the 2011 Plan as of March 27, 2015.
 - (11) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee on the basis of \$1.03, the weighted average price per share of outstanding option awards under the Locu Plan as of March 27, 2015.
 - (12) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee on the basis of \$2.34, the weighted average price per share of outstanding option awards under the Outright Plan as of March 27, 2015.
 - (13) Estimated in accordance with Rule 457(h) solely for the purpose of calculating the registration fee on the basis of \$2.50, the weighted average price per share of outstanding option awards under the 2006 Plan as of March 27, 2015.
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PART I

INFORMATION REQUIRED IN THE PROSPECTUS

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement on Form S-8 (the "Registration Statement") in accordance with the provisions of Rule 428 under the Securities Act of 1933, as amended (the "Securities Act"), and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the equity benefit plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

GoDaddy Inc. (the "Registrant") hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the "Commission"):

(1) Amendment No. 7 to the Registrant's Registration Statement on Form S-1 filed with the Commission on March 19, 2015 (File No. 333-196615), which contains the Registrant's audited financial statements for the latest fiscal year for which such statements have been filed;

(2) The Registrant's Prospectus to be dated March 31, 2015 pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"), and to be filed on or about April 1, 2015 relating to the Registration Statement on Form S-1, as amended (File No. 333-196615); and

(3) The description of the Registrant's Common Stock contained in the Company's Registration Statement on Form 8-A (File No. 001-36904) filed with the Commission on April 1, 2015, pursuant to Section 12(b) of the Securities and Exchange Act of 1934, as amended (the "Exchange Act"), including any amendment or report filed for the purpose of updating such description.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents; *provided, however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the Commission shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law authorizes a corporation's board of directors to grant, and authorizes a court to award, indemnity to officers, directors and other corporate agents. The Registrant's amended and restated

certificate of incorporation contains provisions that limit the liability of the Registrant's directors for monetary damages to the fullest extent permitted by Delaware law. Consequently, the Registrant's directors will not be personally liable to the Registrant or to the Registrant's stockholders for monetary damages for any breach of fiduciary duties, except liability for the following:

- any breach of their duty of loyalty to the Registrant or Registrant's stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- any transaction from which they derived an improper personal benefit.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal. If the Delaware General Corporation Law is amended to provide for further limitations on the personal liability of directors or corporations, then the personal liability of the Registrant's directors will be further limited to the greatest extent permitted by the Delaware General Corporation Law.

In addition, the Registrant's amended and restated bylaws contains provisions that the Registrant will indemnify, to the fullest extent permitted by law, any person who is or was a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was one of the Registrant's directors or officers or is or was serving at the Registrant's request as a director or officer of another corporation, partnership, joint venture, trust or other enterprise. The Registrant's amended and restated bylaws provide that the Registrant may indemnify to the fullest extent permitted by law any person who is or was a party or is threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was one of the Registrant's employees or agents or is or was serving at the Registrant's request as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The Registrant's amended and restated bylaws also provide that the Registrant must advance expenses incurred by or on behalf of a director or officer in advance of the final disposition of any action or proceeding, subject to very limited exceptions.

The Registrant has entered into indemnification agreements with each of its directors and executive officers that may be broader than the specific indemnification provisions contained in the Delaware General Corporation Law. These indemnification agreements require the Registrant, among other things, to indemnify its directors and executive officers against liabilities that may arise by reason of their status or service. These indemnification agreements also require the Registrant to advance all expenses incurred by the directors and executive officers in investigating or defending any such action, suit or proceeding.

The Registrant has obtained insurance policies under which, subject to limitation of the policies, coverage is provided to the Registrant's directors and executive officers against loss arising from claims made by reason of breach of fiduciary duty or other wrongful acts as a director or executive officer, including claims relating to public securities matters, and to the Registrant with respect to payments that may be made by the Registrant to these directors and executive officers pursuant to the Registrant's indemnification obligations or otherwise as a matter of law.

See also the undertakings set out in response to Item 9 herein.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

See Exhibit Index immediately following the Signature Pages.

Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes that:

- (1) It will file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:
 - (i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
- (iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement.

Provided, however, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

- (2) For the purpose of determining any liability under the Securities Act, each such post-effective amendment 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) It will remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement 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.
- C. 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 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Scottsdale, State of Arizona, on April 1, 2015.

GODADDY INC.

By: /s/ Scott W. Wagner
Scott W. Wagner
Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Blake J. Irving and Scott W. Wagner, and each of them, as his or her true and lawful attorney-in-fact and agent with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this registration statement on Form S-8 (including post-effective amendments), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact, proxy and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact, proxy and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-8 has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Blake J. Irving</u> Blake J. Irving	Chief Executive Officer and Director (Principal Executive Officer)	April 1, 2015
<u>/s/ Scott W. Wagner</u> Scott W. Wagner	Chief Financial Officer (Principal Financial Officer)	April 1, 2015
<u>/s/ Matthew B. Kelpy</u> Matthew B. Kelpy	Chief Accounting Officer (Principal Accounting Officer)	April 1, 2015
<u>/s/ Bob Parsons</u> Bob Parsons	Director	April 1, 2015
<u>/s/ Herald Y. Chen</u> Herald Y. Chen	Director	April 1, 2015
<u>/s/ Richard H. Kimball</u> Richard H. Kimball	Director	April 1, 2015
<u>/s/ Gregory K. Mondre</u> Gregory K. Mondre	Director	April 1, 2015

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John I. Park</u> John I. Park	Director	April 1, 2015
<u>/s/ Elizabeth S. Rafael</u> Elizabeth S. Rafael	Director	April 1, 2015
<u>/s/ Charles J. Robel</u> Charles J. Robel	Director	April 1, 2015
<u>/s/ Lee E. Wittlinger</u> Lee E. Wittlinger	Director	April 1, 2015

INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>	<u>Incorporated by Reference</u>			
		<u>Form</u>	<u>File No.</u>	<u>Exhibit</u>	<u>Filing Date</u>
4.1	Form of common stock certificate of the Registrant	S-1/A	333-196615	4.1	3/19/2015
4.2	2015 Equity Incentive Plan, and form of agreements thereunder				
4.3	2015 Employee Stock Purchase Plan				
4.4	2011 Unit Incentive Plan, as amended, and form of agreements thereunder				
4.5	Locu, Inc. Amended and Restated 2011 Equity Incentive Plan, and form of agreements thereunder	S-1/A	333-196615	10.10	2/13/2015
4.6	Bootstrap, Inc. 2008 Stock Plan, and form of agreements thereunder	S-1/A	333-196615	10.11	2/13/2015
4.7	The Go Daddy Group, Inc. 2006 Equity Incentive Plan	S-1/A	333-196615	10.28	3/19/2015
5.1	Opinion of Wilson Sonsini Goodrich & Rosati, Professional Corporation				
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm				
23.2	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm				
23.3	Consent of Wilson Sonsini Goodrich & Rosati, Professional Corporation (contained in Exhibit 5.1 hereto)				
24.1	Power of Attorney (contained on signature page hereto)				

GODADDY INC.

2015 EQUITY INCENTIVE PLAN

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1. Purposes of the Plan.

The purposes of this Plan are to attract and retain personnel for positions with the Company, to provide additional incentive to Employees, Directors, and Consultants (collectively, "Service Providers"), and to promote the success of the Company's business.

The Plan permits the grant of Incentive Stock Options to Employees and the grant of Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Shares, Performance Stock Units, and Performance Awards to any Service Provider.

2. Shares Subject to the Plan.

(a) Allocation of Shares to Plan. The maximum aggregate number of Shares that may be issued under the Plan is 6,050,048, plus

(i) any Shares which have been reserved but not issued pursuant to any awards granted under the Desert Newco, LLC 2011 Unit Incentive Plan as of immediately prior to the Registration Date, plus

(ii) any Shares subject to outstanding awards granted under the Desert Newco, LLC 2011 Unit Incentive Plan, the Locu, Inc. Amended and Restated 2011 Equity Incentive Plan, the Bootstrap, Inc. 2008 Stock Plan, and The Go Daddy Group, Inc. 2006 Equity Incentive Plan (collectively, the "Existing Plans") that, after the Registration Date, expire or otherwise terminate without having been exercised in full and any Shares issued under awards granted under the Existing Plans that, after the Registration Date, are forfeited to the Company, tendered to or withheld by the Company for payment of an exercise price or for tax withholding, or repurchased by the Company, with the maximum number of Shares that may be added to the Plan under Sections 2(a)(i) and 2(a)(ii) being equal to 28,132,734 Shares, plus

(iii) any additional Shares that become available for issuance under the Plan under Sections 2(b) and 2(c).

The Shares may be authorized but unissued Common Stock or Common Stock issued and then reacquired by the Company.

(b) Automatic Share Reserve Increase. The number of Shares available for issuance under the Plan will be increased on the first day of each Fiscal Year beginning with the 2016 Fiscal Year, in an amount equal to the least of

(i) 20,570,922 Shares,

(ii) 4 % of the total number of all classes of the Company's common stock outstanding on the last day of the immediately preceding Fiscal Year, and

(iii) a lower number of Shares determined by the Administrator.

(c) Lapsed Awards.

(i) *Options and Stock Appreciation Rights*. If an Option or Stock Appreciation Right expires or becomes unexercisable without having been exercised in full or is surrendered under an Exchange Program, the unissued Shares subject to the Option or Stock Appreciation Right will become available for future issuance under the Plan.

(ii) *Stock Appreciation Rights*. Only Shares actually issued pursuant to a Stock Appreciation Right (i.e., the net Shares issued) will cease to be available under the Plan; all remaining Shares originally subject to the Stock Appreciation Right will remain available for future issuance under the Plan.

(iii) *Full-Value Awards*. Shares issued pursuant to Awards of Restricted Stock, Restricted Stock Units, Performance Shares, Performance Stock Units or stock-settled Performance Awards that are reacquired by the Company or are forfeited to the Company will become available for future issuance under the Plan.

(iv) *Withheld Shares*. Shares used to pay the Exercise Price of an Award or to satisfy tax withholding obligations related to an Award will become available for future issuance under the Plan.

(v) *Cash-Settled Awards*. If any portion of an Award under the Plan is paid to a Participant in cash rather than Shares, that cash payment will not reduce the number of Shares available for issuance under the Plan.

(d) *Incentive Stock Options*. The maximum number of Shares that may be issued upon the exercise of Incentive Stock Options will equal 200% of the aggregate Share number stated in Section 2(a) plus, to the extent allowable under Code Section 422, any Shares that become available for issuance under the Plan under Sections 2(b) and 2(c).

(e) *Adjustment*. The numbers provided in Sections 2(a), 2(b), and 2(d) will be adjusted as a result of changes in capitalization referred to in Section 13.

(f) *Substitute Awards*. If the Committee grants Awards in substitution for equity compensation awards outstanding under a plan maintained by an entity acquired by or consolidated with the Company, the grant of those substitute Awards will not decrease the number of Shares available for issuance under the Plan.

3. Administration of the Plan.

(a) *Procedure*.

(i) *General*. The Plan will be administered by the Board or a Committee of the Board constituted to satisfy Applicable Laws (the "Administrator"). Different Administrators may administer the Plan with respect to different groups of Service Providers. The Board may retain the authority to concurrently administer the Plan with a Committee and may revoke the delegation of some or all authority previously delegated.

(ii) *Further Delegation*. To the extent permitted by Applicable Laws, the Board or a Committee may delegate to 1 or more Officers the authority to grant Options, Stock Appreciation Rights, and other Awards except Restricted Stock to Employees of the Company or any of its Subsidiaries who are not Officers, provided that the delegation must specify any limitations on the authority, including the total number of Shares that may be subject to the Awards granted by such Officer(s). Such delegation may be revoked at any time by the Board or Committee. Any such Awards will be granted on the form of Award Agreement most recently approved for use by the Board or a Committee made up solely of Directors, unless the resolutions delegating the authority permit the Officer(s) to use a different form of Award Agreement approved by the Board or a Committee made up solely of Directors. The Board or a Committee may delegate to an Officer who is also a Director the authority to grant Restricted Stock, but such authority will be delegated to such individual in his or her capacity as a Director.

(iii) *Section 162(m)*. Unless an Award is granted and administered solely by a Committee of 2 or more "outside directors" within the meaning of Code Section 162(m), it will not qualify as "performance-based compensation" within the meaning of Code Section 162(m).

(b) *Powers of the Administrator*. Subject to the Plan, any limitations on delegations specified by the Board, and Applicable Laws, the Administrator will have the authority, in its sole discretion to make any determinations deemed necessary or advisable to administer the Plan including:

(i) to determine the Fair Market Value;

(ii) to approve forms of Award Agreements for use under the Plan (provided that all forms of Award Agreement must be approved by the Board or Committee of Directors acting as the Administrator);

(iii) to select the Service Providers to whom Awards may be granted and grant Awards to such Service Providers;

(iv) to determine the number of Shares to be covered by each Award granted;

(v) to determine the terms and conditions, not inconsistent with the Plan, of any Award granted. Such terms and conditions may include, but are not limited to, the Exercise Price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions, and any restriction or limitation regarding any Award or the Shares relating to an Award;

(vi) to institute and determine the terms and conditions of an Exchange Program;

(vii) to interpret the Plan and make any decisions necessary to administer the Plan;

(viii) to establish, amend and rescind rules relating to the Plan, including rules relating to sub-plans established to satisfy laws of jurisdictions other than the United States or to qualify Awards for favorable tax treatment under laws of jurisdictions other than the United States;

(ix) to interpret, modify or amend each Award (subject to Section 18), including extending the Expiration Date and the post-termination exercisability period of such modified or amended Awards;

(x) to allow Participants to satisfy tax withholding obligations in any manner permitted by Section 15;

(xi) to delegate ministerial duties to any of the Company's employees;

(xii) to authorize any person to take any steps and execute, on behalf of the Company, any documents required for an Award previously granted by the Administrator to be effective; and

(xiii) to allow Participants to defer the receipt of the payment of cash or the delivery of Shares otherwise due to any such Participants under an Award.

(c) Termination of Status.

(i) Unless a Participant is on a leave of absence approved by the Company as set forth in Section 11, the Participant's status as a Service Provider will end at midnight at the end of the last day in the primary work location in which the Participant actively provides services for a member of the Company Group (the "Termination of Status Date"). The Administrator has the sole discretion to determine the date on which a Participant stops actively providing services and whether a Participant may still be considered to be providing services while on a leave of absence and the Administrator may delegate this decision, other than with respect to Officers, to the Company's senior human resources officer.

(ii) This termination of status as a Service Provider will occur regardless of the reason for such termination even if the termination is later found to be invalid, in breach of employment laws in the jurisdiction where Participant is providing services, or in violation of the terms of Participant's employment or service agreement, if any such agreement exists.

(iii) Unless otherwise expressly provided in an Award Agreement or otherwise determined by the Administrator, a Participant's right to vest in any Award under the Plan will cease as of the Termination of Status Date and will not be extended by any notice period, whether arising under contract, statute or common law, including any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is providing services.

(d) Grant Date. The grant date of an Award ("Grant Date") will be the date that the Administrator makes the determination granting such Award, or may be a later date if such later date is designated by the Administrator on the date of the determination or under an automatic grant policy. Notice of the determination will be provided to each Participant within a reasonable time after the Grant Date.

(e) Waiver. The Administrator may waive any terms, conditions or restrictions.

(f) Fractional Shares. Except as otherwise provided by the Administrator, any fractional Shares that result from the adjustment of Awards will be canceled. Any fractional Shares that result from vesting percentages will be accumulated and vested on the date that an accumulated full Share is vested.

(g) Electronic Delivery. The Company may deliver by e-mail or other electronic means (including posting on a website maintained by the Company or by a third party under contract with the Company or another member of the Company Group) all documents relating to the Plan or any Award and all other documents that the Company is required to deliver to its security holders (including prospectuses, annual reports and proxy statements).

(h) Choice of Law; Choice of Forum. The Plan, all Awards and all determinations made and actions taken under the Plan, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises under this Plan, a Participant's acceptance of an Award is his or her consent to the jurisdiction of the State of Delaware, and agreement that any such litigation will be conducted in Delaware Court of Chancery, or the federal courts for the United States for the District of Delaware, and no other courts, regardless of where a Participant's services are performed.

(i) Effect of Administrator's Decision. The Administrator's decisions, determinations and interpretations will be final and binding on all Participants and any other holders of Awards.

4. Stock Options.

(a) Stock Option Award Agreement. Each Option will be evidenced by an Award Agreement that will specify the number of Shares subject to the Option, its per share exercise price ("Exercise Price"), its Expiration Date, and such other terms and conditions as the Administrator determines. Each Option will be designated in the Award Agreement as either an Incentive Stock Option or a Nonstatutory Stock Option. An Option not designated as an Incentive Stock Option is a Nonstatutory Stock Option.

(b) Exercise Price. The Exercise Price for the Shares to be issued upon exercise of an Option will be determined by the Administrator.

(c) Form of Consideration. The Administrator will determine the acceptable forms of consideration for exercising an Option and those forms of consideration will be described in the Award Agreement. The consideration may consist of any combination of the following, to the extent permitted by Applicable Laws:

(i) cash;

(ii) check or wire transfer;

(iii) promissory note;

(iv) other Shares; provided, that such Shares have a fair market value on the date of surrender equal to the aggregate Exercise Price of the Shares as to which such Option will be exercised. To the extent not prohibited by the Administrator, this shall include the ability to tender Shares to exercise the Option and then use the Shares received on exercise to exercise the Option with respect to additional Shares;

(v) consideration received by the Company under a cashless exercise arrangement (whether through a broker or otherwise) implemented by the Company for the exercise of Options that has been approved by the Board or a Committee of Directors;

(vi) consideration received by the Company under a net exercise program under which Shares are withheld from otherwise deliverable Shares that has been approved by the Board or a Committee of Directors; and

(vii) any other consideration or method of payment to issue Shares (provided that other forms of considerations may only be approved by the Board or a Committee of Directors).

(d) Incentive Stock Option Limitations.

(i) The Exercise Price of an Incentive Stock Option may not be less than 100% of the Fair Market Value on the Grant Date.

(ii) To the extent that the aggregate Fair Market Value of the Shares with respect to which incentive stock options under Code Section 422(b) are exercisable for the first time by a Participant during any calendar year (under all plans and agreements of the Company Group) exceeds \$100,000, the Options whose value exceeds \$100,000 will be treated as Nonstatutory Stock Options. Incentive stock options will be considered in the order in which they were granted. For this purpose the Fair Market Value of the Shares subject to an option will be determined as of the Grant Date of each option.

(iii) The Expiration Date of an Incentive Stock Option will be the day prior to the 10th anniversary of the Grant Date or any shorter period provided in the Award Agreement, subject to clause (iv) below.

(iv) The following rules apply to Incentive Stock Options granted to Participants who own stock representing more than 10% of the total combined voting power of all classes of stock of the Company or any Parent or Subsidiary:

(1) the Expiration Date of the Incentive Stock Option may not be after the day prior to the 5th anniversary of the Grant Date; and

(2) the Exercise Price may not be less than 110% of the Fair Market Value on the Grant Date.

If an Option is designated in the Administrator action that granted it as an incentive stock option but the terms of the Option do not comply with Sections 4(d)(iv)(1) and 4(d)(iv)(2), then the Option will not qualify as an Incentive Stock Option. All Options granted under the Plan are Nonstatutory Stock Options unless specifically designated as Incentive Stock Options in the Award Agreement pursuant to which such Options are granted.

(e) Exercise of Option. An Option will be deemed exercised when the Company receives: (i) a notice of exercise (in such form as the Administrator may specify from time to time) from the person entitled to exercise the Option, and (ii) full payment for the Shares with respect to which the Option is exercised (together with applicable withholding taxes). Shares issued upon exercise of an Option will be issued in the name of the Participant. Until the Shares are issued (as evidenced by the entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to an Option, notwithstanding the exercise of the Option. The Company will issue (or cause to be issued) such Shares promptly after the Option is exercised. An Option may not be exercised for a fraction of a Share. Exercising an Option in any manner will decrease the number of Shares thereafter available, both for purposes of the Plan and for purchase under the Option, by the number of Shares as to which the Option is exercised.

(f) Expiration of Options. Subject to Section 4(d), an Option granted under the Plan will expire upon the date determined by the Administrator and set forth in the Award Agreement.

(g) Tolling of Expiration. If exercising an Option prior to its expiration is not permitted because of Applicable Laws, other than the rules of any stock exchange or quotation system on which the Common Stock is listed or quoted, the Option will remain exercisable until 30 days after the first date on which exercise would no longer be prevented by such provisions. If this would result in the Option remaining exercisable past its Expiration Date, then it will remain exercisable only until the end of the later of (x) the first day on which its exercise would not be prevented by Section 19(a) and (y) its Expiration Date.

5. Restricted Stock.

(a) Restricted Stock Award Agreement. Each Award of Restricted Stock will be evidenced by an Award Agreement that will specify the Period of Restriction (if any), the number of Shares granted, and such other terms and conditions as the Administrator determines. Unless the Administrator determines otherwise, Shares of Restricted Stock will be held in escrow until the end of the Period of Restriction applicable to such Shares. All grants of Restricted Stock and interpretative decisions about Restricted Stock may only be made by the Administrator.

(b) Restrictions :

(i) Except as provided in this Section 5 or the Award Agreement, Shares of Restricted Stock may not be sold, transferred, pledged, assigned, or otherwise alienated until the end of the Period of Restriction applicable to such Shares.

(ii) During the Period of Restriction, Service Providers holding Shares of Restricted Stock may exercise full voting rights with respect to those Shares, unless the Administrator determines otherwise.

(iii) During the Period of Restriction, Service Providers holding Shares of Restricted Stock will not be entitled to receive dividends and other distributions paid with respect to such Shares, unless the Administrator provides otherwise. If the Administrator provides that dividends and distributions will be received and any such dividends or distributions are paid in cash they will be subject to the same provisions regarding forfeitability as the Shares of Restricted Stock with respect to which they were paid and if such dividend or distributions are paid in Shares, the Shares will be

subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid and, unless the Administrator determines otherwise, the Company will hold such Shares until the restrictions on the Shares of Restricted Stock with respect to which they were paid have lapsed.

(iv) Except as otherwise provided in this Section 5 or an Award Agreement, Shares of Restricted Stock covered by each Restricted Stock Award made under the Plan will be released from escrow when practicable after the last day of the applicable Period of Restriction.

(v) The Administrator may impose, prior to grant, or remove any restrictions on Shares of Restricted Stock.

6. Restricted Stock Units.

(a) Restricted Stock Unit Award Agreement. Each Award of Restricted Stock Units will be evidenced by an Award Agreement that will specify the terms, conditions, and restrictions related to the grant, including the number of Restricted Stock Units.

(b) Vesting Criteria and Other Terms. The Administrator will set vesting criteria that, depending on the extent to which the criteria are met, will determine the number of Restricted Stock Units paid out to the Participant. The Administrator may set vesting criteria based upon the achievement of Company-wide, divisional, business unit, or individual goals (that may include continued employment or service), or any other basis determined by the Administrator in its sole discretion.

(c) Earning Restricted Stock Units. Upon meeting the applicable vesting criteria, the Participant will have earned the Restricted Stock Units and will be paid as determined in Section 6(d). The Administrator may reduce or waive any criteria that must be met to earn the Restricted Stock Units.

(d) Form and Timing of Payment. Payment of earned Restricted Stock Units will be made when practicable after the date set forth in the Award Agreement and determined by the Administrator. The Administrator may settle earned Restricted Stock Units in cash, Shares, or a combination of both.

7. Stock Appreciation Rights.

(a) Stock Appreciation Right Award Agreement. Each Stock Appreciation Right grant will be evidenced by an Award Agreement that will specify the Exercise Price (which may not be less than 100% of Fair Market Value on the Grant Date), its Expiration Date, the conditions of exercise, and such other terms and conditions as the Administrator determines.

(b) Payment of Stock Appreciation Right Amount. When a Participant exercises a Stock Appreciation Right, he or she will be entitled to receive a payment from the Company equal to:

(i) the difference between the Fair Market Value on the date of exercise and the Exercise Price; multiplied by

(ii) the number of Shares with respect to which the Stock Appreciation Right is exercised.

Payment upon Stock Appreciation Right exercise may be made in cash, in Shares of equivalent value, or any combination of cash and Shares with the determination of form of payment made by the Administrator. Shares issued upon exercise of a Stock Appreciation Right will be issued in the name of the Participant. Until Shares are issued (as evidenced by the entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Shares subject to a Stock Appreciation Right, notwithstanding the exercise of the Stock Appreciation Right. The Company will issue (or cause to be issued) such Shares promptly after the Stock Appreciation Right is exercised. A Stock Appreciation Right may not be exercised for a fraction of a Share. Exercising a Stock Appreciation Right in any manner will decrease the number of Shares thereafter available, both for the Plan and for purchase under the Stock Appreciation Right, by the number of Shares as to which the Stock Appreciation Right is exercised.

(c) Expiration of Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan will expire upon the date determined by the Administrator in its sole discretion and set forth in the Award Agreement.

(d) Tolling of Expiration. If exercising an Stock Appreciation Right prior to its expiration is not permitted because of Applicable Laws, other than the rules of any stock exchange or quotation system on which the Common Stock is listed or quoted, the Stock Appreciation Right will remain exercisable until 30 days after the first date on which exercise would no longer be prevented by such provisions. If this would result in the Stock Appreciation Right remaining exercisable past its Expiration Date, then it will remain exercisable only until the end of the later of (x) the first day on which its exercise would not be prevented by Section 19(a) and (y) its Expiration Date.

8. Performance Stock Units and Performance Shares.

(a) Award Agreement. Each Award of Performance Stock Units/Shares will be evidenced by an Award Agreement that will specify the time period during which the performance objectives or other vesting provisions will be measured (“Performance Period”), and material terms of the Award. The Administrator may set performance objectives based upon the achievement of Company-wide, divisional, business unit or individual goals (including, but not limited to, continued employment or service) or any other basis determined by the Administrator.

(b) Value of Performance Stock Units/Shares. Each Performance Stock Unit will have an initial value established by the Administrator on or before the Grant Date. Each Performance Share will have an initial value equal to the Fair Market Value of a Share on the Grant Date.

(c) Performance Objectives and Other Terms. The Administrator will set performance objectives or other vesting provisions (that may include continued employment or service). These objectives or vesting provisions may determine the number or value of Performance Stock Units/Shares paid out.

(d) Earning of Performance Stock Units/Shares. After an applicable Performance Period has ended, the holder of Performance Stock Units/Shares will be entitled to receive a payout of the number of Performance Stock Units/Shares earned by the Participant over the Performance Period. The Administrator may reduce or waive any performance objectives or other vesting provisions for such Performance Unit/Share.

(e) Payment of Performance Stock Units/Shares. Payment of earned Performance Stock Units/Shares will be made when practicable after the end of the applicable Performance Period. Payment with respect to earned Performance Stock Units/Shares may be made in cash, in Shares of equivalent value, or any combination of cash and Shares with the determination of form of payment made by the Administrator.

9. Performance Awards.

(a) Award Agreement. Each Performance Award will be evidenced by an Award Agreement that will specify the Performance Period, and material terms of the Award. The Administrator may set performance objectives based upon the achievement of Company-wide, divisional, business unit or individual goals (including, but not limited to, continued employment or service) or any other basis determined by the Administrator.

(b) Value of Performance Awards. Each Performance Award’s threshold, target, and maximum payout values will be established by the Administrator on or before the Grant Date.

(c) Performance Objectives and Other Terms. The Administrator will set performance objectives or other vesting provisions (that may include continued employment or service). These objectives or vesting provisions will determine the value of Performance Awards Payouts.

(d) Payment of Performance Awards. Payment of earned Performance Awards will be made when practicable after the end of the applicable Performance Period. Payment with respect to earned Performance Awards will be made in cash, in Shares of equivalent value, or any combination of cash and Shares with the determination of form of payment made by the Administrator at the time of payment.

10. Outside Director Limitations.

No Outside Director may be granted, in any Fiscal Year, Awards with a grant date fair value (determined under U.S. generally accepted accounting principles) of more than \$1,000,000, increased to \$2,000,000 in connection with his or her initial service as an Outside Director. Awards granted to an individual while he or she was an Employee, or while he or she was a Consultant but not an Outside Director, will not count for purpose of this limitation.

11. Leaves of Absence/Transfer Between Locations/Change of Status.

(a) General. Unless otherwise provided by the Administrator, a Participant will not cease to be an Employee in the case of (i) any leave of absence approved by the Company or other member of the Company Group employing such Employee or (ii) any transfer between locations of the Company or other members of the Company Group.

(b) Vesting. Unless a leave policy approved by the Administrator provides otherwise or it is otherwise required by Applicable Law, vesting of Awards granted under the Plan will continue only for Participants on an approved leave of absence.

(c) Incentive Stock Option Status. If a leave of absence exceeds 3 months and reemployment upon expiration of such leave is not guaranteed by statute or contract, then 3 months following the 1st day of such leave a Participant will not be treated as an employee for incentive stock option purposes. If reemployment upon expiration of a leave of absence approved by the Company or other member of the Company Group employing such Employee is not guaranteed by statute or contract, then 6 months following the 1st day of such leave any Incentive Stock Option held by the Participant will cease to be treated as an Incentive Stock Option and will be treated for tax purposes as a Nonstatutory Stock Option.

(d) Protected Leaves.

(i) Any leave of absence by a Participant will be subject to any Applicable Laws that apply to leaves of absence.

(ii) For a Participant on a military leave, if required by Applicable Laws, vesting will continue for the longest period that vesting continues under any other statutory or Company-approved leave of absence. When a Participant returns from military leave (under conditions that would entitle him or her to such protection under the Uniformed Services Employment and Reemployment Rights Act), the Participant will be given vesting credit to the same extent as if the Participant had continued to provide services to the Company or other member of the Company Group, as applicable, through the military leave.

(e) Changes in Status. If a Participant who is an Employee has a reduction in hours worked, the Administrator may unilaterally:

(i) make a corresponding reduction in the number of Shares or cash amount subject to any portion of an Award that is scheduled to vest or become payable after the date of such extend leave or reduction in hours; and

(ii) in lieu of or in combination with such a reduction, extend the vesting or payment schedule applicable to such Award.

If any such reduction occurs, the Participant will have no right to any portion of the Award that is reduced or extended.

(f) Determinations. The effect of a Company-approved leave of absence, a transfer, or a Participant's reduction in hours of employment or service on the vesting of an Award shall be determined, under policies reviewed by the Administrator, by the Company's senior human resources officer or other person performing that function or, with respect to Directors or Officers by the Compensation Committee of the Board, and any such determination will be final.

12. Transferability of Awards.

(a) General Rule. Unless determined otherwise by the Administrator, or otherwise required by Applicable Laws, an Award may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution and may be exercised, during the lifetime of the Participant, only by the Participant. If the Administrator makes an Award transferable, the Award will be limited by any additional terms and conditions imposed by the Administrator. Any unauthorized transfer of an Award will be void.

(b) Domestic Relations Orders. If approved by the Administrator, an Award may be transferred under a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulations Section 1.421-1(b)(2). An Incentive Stock Option may be deemed to be a Nonstatutory Stock Option as a result of such transfer.

(c) Limited Transfers for the Benefit of Family Members. The Administrator may permit an Award or Share issued under this Plan to be assigned or transferred subject to the applicable limitations, set forth in the General Instructions to Form S-8 Registration Statement under the Securities Act, if applicable, and any other Applicable Laws.

(d) Permitted Transferees. Any individual or entity to whom an Award is transferred will be subject to all of the terms and conditions applicable to the Participant who transferred the Award, including the terms and conditions in this Plan and the Award Agreement. If an Award is unvested then the service of the Participant will continue to determine whether the Award will vest and any Expiration Date.

13. Adjustments; Dissolution or Liquidation.

(a) Adjustments. If any extraordinary dividend or other extraordinary distribution (whether in cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, issuance of warrants or other rights to acquire securities of the Company, other change in the corporate structure of the Company affecting the Shares, or any similar equity restructuring transaction, as that term is used in Statement of Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto) affecting the Shares occurs (including, without limitation, a Change in Control), the Administrator, to prevent diminution or enlargement of the benefits or potential benefits intended to be provided under the Plan, will adjust the number and class of shares that may be delivered under the Plan and/or the number, class, and price of shares covered by each outstanding Award, and the numerical Share limits in Section 2 in such a manner as it deems equitable. Notwithstanding the foregoing, the conversion of any convertible securities of the Company and ordinary course repurchases of shares or other securities of the Company will not be treated as an event that will require adjustment.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, the Administrator will notify each Participant when practicable prior to the effective date of such proposed transaction. To the extent it has not been previously exercised, an Award will terminate immediately prior to the consummation of such proposed action.

14. Change in Control

(a) If a Change in Control or a merger of the Company with or into another corporation or other entity occurs, each outstanding Award will be treated as the Administrator determines, including, without limitation, that such Award be continued by the successor corporation or a Parent or Subsidiary of the successor corporation.

(b) The Administrator need not take the same action or actions with respect to all Awards or portions thereof or with respect to all Participants. The Administrator may take different actions with respect to the vested and unvested portions of an Award. The Administrator will not be required to treat all Awards similarly in the transaction.

(c) Continuation. An Award will be considered continued if, following the Change in Control or merger:

(i) the Award confers the right to purchase or receive, for each Share subject to the Award immediately prior to the Change in Control, the consideration (whether stock, cash, or other securities or property) received in the Change in Control by holders of Shares for each Share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration received by the holders of a majority of the outstanding Shares); provided, that if the consideration received in the Change in Control is not solely common stock of the successor corporation or its Parent, the Administrator may, with the consent of the successor corporation, provide for the consideration to be received upon exercising an Option or Stock Appreciation Right or upon the payout of a Restricted Stock Unit, Performance Stock Unit, Performance Share or Performance Award, for each Share subject to such Award, to be solely common stock of the successor corporation or its Parent equal in fair market value to the per share consideration received by holders of Common Stock in the Change in Control; or

(ii) the Award is terminated in exchange for an amount of cash and/or property, if any, equal to the amount that would have been attained upon the exercise of such Award or realization of the Participant's rights as of the date of the occurrence of the transaction. Any such cash or property may be subjected to any escrow applicable to holders of Common Stock in the Change of Control. If as of the date of the occurrence of the transaction the Administrator determines that no amount would have been attained upon the exercise of such Award or realization of the Participant's rights, then such Award may be terminated by the Company without payment. The amount of cash or property can be subjected to vesting and paid to the Participant over the original vesting schedule of the Award.

(iii) Notwithstanding anything in this Section 14(c) to the contrary, an Award that vests, is earned or paid-out upon the satisfaction of one or more performance goals will not be considered assumed if the Company or its successor modifies any of such performance goals without the Participant's consent; provided, however, a modification to such performance goals only to reflect the successor corporation's post-Change in Control corporate structure will not invalidate an otherwise valid Award assumption.

(d) The Administrator will have authority to modify Awards in connection with a Change in Control:

(i) in a manner that causes them to lose their tax-preferred status,

(ii) to terminate any right a Participant has to exercise an Option prior to vesting in the Shares subject to the Option (i.e., "early exercise"), so that following the closing of the transaction the Option may only be exercised to the extent it is vested;

(iii) to reduce the Exercise Price subject to the Award in a manner that is disproportionate to the increase in the number of Shares subject to the Award, as long as the amount that would be received upon exercise of the Award immediately before and immediately following the closing of the transaction is equivalent and the adjustment complies with Treasury Regulation Section 1.409A-1(b)(v)(D); and

(iv) to suspend a Participant's right to exercise an Option during a limited period of time preceding and or following the closing of the transaction without Participant consent if such suspension is administratively necessary or advisable to permit the closing of the transaction.

(e) Outside Director Awards. With respect to Awards granted to an Outside Director that are continued, if on the date of or following such continuation the Participant's status as a Director or a director of the successor corporation, as applicable, is terminated other than upon a voluntary resignation by the Participant (unless such resignation is at the request of the acquirer), then the Participant will fully vest in and have the right to exercise Options and/or Stock Appreciation Rights as to all of the Shares underlying such Award, including those Shares not otherwise vested or exercisable, all restrictions on Restricted Stock and Restricted Stock Units will lapse, and, with respect to Awards with performance-based vesting, all performance goals or other vesting criteria will be treated as achieved at 100% of target levels and all other terms and conditions met.

15. Tax Matters.

(a) Withholding Requirements. Prior to the delivery of any Shares or cash under an Award (or exercise thereof) or such earlier time as any tax withholding obligations are due, the Company may deduct or withhold, or require a Participant to remit to the Company, an amount sufficient to satisfy any taxes (including the Participant's social tax obligations) required to be withheld with respect to such Award (or exercise thereof).

(b) Withholding Arrangements. The Administrator, in its sole discretion and under such procedures as it may specify from time to time, may permit or may require a Participant to satisfy such tax withholding obligations, in whole or in part by (without limitation) (a) paying cash, (b) electing to have the Company withhold otherwise deliverable cash (including cash from the sale of Shares issued to Participant) or Shares having a fair market value equal to the minimum statutory amount required to be withheld or a greater amount if that would not result in unfavorable financial accounting treatment, (c) delivering to the Company already-owned Shares having a fair market value equal to the minimum statutory amount required to be withheld, or (d) requiring the Participant to engage in a cashless exercise transaction (whether through a broker or otherwise) implemented by the Company in connection with the Plan. The fair market value of the Shares to be withheld or delivered will be determined as of the date the taxes must be withheld.

(c) Compliance With Code Section 409A. Except as otherwise determined by the Administrator, it is intended that Awards will be designed and operated so that they are either exempt from the application of, or comply with, the requirements of Code Section 409A so that the grant, payment, settlement or deferral will not be subject to the additional tax or interest applicable under Code Section 409A and the Plan and each Award Agreement will be interpreted consistent with this intent. This Section 15(c) is not a guarantee to any Participant of the consequences of his or her Awards.

16. Other Terms.

(a) No Effect on Employment or Service. Neither the Plan nor any Award will confer upon a Participant any right regarding continuing the Participant's relationship as a Service Provider with the Company or member of the Company Group, nor will they interfere with the Participant's right, or the Participant's employer's right, to terminate such relationship with or without cause, to the extent permitted by Applicable Laws.

(b) Forfeiture Events.

(i) All Awards granted under the Plan will be subject to recoupment under any clawback policy that the Company is required to adopt pursuant to the listing standards of any national securities exchange or association on which the Company's securities are listed or as is otherwise required by the Dodd-Frank Wall Street Reform and Consumer Protection Act or other Applicable Laws. In addition, the Administrator may impose such other clawback, recovery or recoupment provisions in an Award Agreement as the Administrator determines necessary or appropriate, including but not limited to a reacquisition right regarding previously acquired Shares or other cash or property. Unless this Section 16(b) is specifically mentioned and waived in an Award Agreement or other document, no recovery of compensation under a clawback policy or otherwise will give a Participant the right to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company.

(ii) The Administrator may specify in an Award Agreement that the Participant's rights, payments, and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture, or recoupment upon the occurrence of specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, but shall not be limited to, termination of such Participant's status as Service Provider for cause or any act by a Participant, whether before or after such Participant's Termination Status Date that would constitute cause for termination of such Participant's status as a Service Provider.

(iii) If the Company is required to prepare an accounting restatement due to the material noncompliance of the Company, as a result of misconduct, with any financial reporting requirement under the securities laws, any Participant who (i) knowingly or through gross negligence engaged in the misconduct or who knowingly or through gross negligence failed to prevent the misconduct or (ii) is one of the individuals subject to automatic forfeiture under Section 304 of the Sarbanes-Oxley Act of 2002, shall reimburse the Company the amount of any payment in settlement of an Award earned or accrued during the 12 month period following the first public issuance or filing with the United States Securities and Exchange Commission (whichever first occurred) of the financial document embodying such financial reporting requirement.

17. Term of Plan.

Subject to Section 20, the Plan will become effective upon the later to occur of (i) its adoption by the Board or (ii) the business day immediately prior to the Registration Date. It will continue in effect until terminated under Section 18, but no Incentive Stock Options may be granted after 10 years from the date adopted by the Board and Section 2(b) will operate only until the 10th anniversary of the date adopted by the Board.

18. Amendment and Termination of the Plan .

(a) Amendment and Termination. The Board or Compensation Committee of the Board may amend, alter, suspend or terminate the Plan.

(b) Stockholder Approval. The Company will obtain stockholder approval of any Plan amendment to the extent necessary or desirable to comply with Applicable Laws.

(c) Consent of Participants Generally Required. Subject to Section 18(d) below, no amendment, alteration, suspension or termination of the Plan or an Award under it will materially impair the rights of any Participant, unless mutually agreed otherwise between the Participant and the Administrator, which agreement must be in writing and signed by the Participant and the Company. Termination of the Plan will not affect the Administrator's ability to exercise the powers granted to it regarding Awards granted under the Plan prior to such termination.

(d) Exceptions to Consent Requirement.

(i) A Participant's rights will not be deemed to have been impaired by any amendment, alteration, suspension or termination if the Administrator, in its sole discretion, determines that the amendment, alteration, suspension or termination taken as a whole, does not materially impair the Participant's rights, and

(ii) Subject to any limitations of Applicable Laws, the Administrator may amend the terms of any one or more Awards without the affected Participant's consent even if it does materially impair the Participant's right if such amendment is done

(1) in a manner permitted under the Plan;

(2) to maintain the qualified status of the Award as an Incentive Stock Option under Code Section 422;

(3) to change the terms of an Incentive Stock Option, if such change results in impairment of the Award only because it impairs the qualified status of the Award as an Incentive Stock Option under Code Section 422;

(4) to clarify the manner of exemption from, or to bring the Award into compliance with, Code Section 409A; or

(5) to comply with other Applicable Laws.

19. Conditions Upon Issuance of Shares.

(a) Legal Compliance. Shares will not be issued pursuant to the exercise of an Award unless the exercise of such Award and the issuance and delivery of such Shares will comply with Applicable Laws. If required by the Administrator, issuance will be further subject to the approval of counsel for the Company with respect to such compliance. The inability of the Company to obtain authority from any regulatory body having jurisdiction or to complete or comply with the requirements of any Applicable Laws will relieve the Company of any liability regarding the failure to issue or sell such Shares as to which such authority, registration, qualification or rule compliance was not obtained and the Administrator reserves the authority, without the consent of a Participant, to terminate or cancel Awards with or without consideration in such a situation.

(b) Investment Representations. As a condition to the exercise of an Award, the Company may require the person exercising such Award to represent and warrant during any such exercise that the Shares are being purchased only for investment and with no present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

(c) Failure to Accept Award. If a Participant has not accepted an Award or has not taken all administrative and other steps (e.g. setting up an account with a broker designated by the Company) necessary for the Company to issue Shares upon the vesting, exercise, or settlement of the Award prior to the first date the Shares subject such Award are scheduled to vest, then the Award will be cancelled on such date and the Shares subject to such Award immediately will revert to the Plan for no additional consideration unless otherwise provided by the Administrator.

20. Stockholder Approval.

The Plan will be subject to approval by the stockholders of the Company within 12 months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

21. Definitions.

The following definitions are used in this Plan:

(a) "Applicable Laws" means the requirements relating to the administration of equity-based awards and the related issuance of Shares under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and, only to the extent applicable with respect to an Award or Awards, the tax, securities or exchange control laws of any jurisdictions other than the United States where Awards are, or will be, granted under the Plan. Reference to a section of an Applicable Law or regulation

related to that section shall include such section or regulation, any valid regulation issued under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(b) “Award” means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Performance Stock Units, Performance Shares, or Performance Awards.

(c) “Award Agreement” means the written or electronic agreement setting forth the terms applicable to an Award granted under the Plan. The Award Agreement is subject to the terms of the Plan.

(d) “Board” means the Board of Directors of the Company.

(e) “Change in Control” means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (“Person”), acquires ownership of the stock of the Company that, with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company; provided, that for this subsection, the acquisition of additional stock by any one Person, who prior to such acquisition is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change in Control. Further, if the stockholders of the Company immediately before such change in ownership continue to retain immediately after the change in ownership, in substantially the same proportions as their ownership of shares of the Company’s voting stock immediately prior to the change in ownership, direct or indirect beneficial ownership of 50% or more of the total voting power of the stock of the Company, such event shall not be considered a Change in Control under this Section 21(e)(i). For this purpose, indirect beneficial ownership shall include, without limitation, an interest resulting from ownership of the voting securities of one or more corporations or other business entities which own the Company, as the case may be, either directly or through one or more subsidiary corporations or other business entities; or

(ii) A change in the effective control of the Company which occurs on the date a majority of members of the Board is replaced during any 12 month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the appointment or election. For this Section 21(e)(ii), if any Person is in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company’s assets which occurs on the date that any Person acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition by such Person or Persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, that for this Section 21(e)(iii), the following will not constitute a change in the ownership of a substantial portion of the Company’s assets:

(1) a transfer to an entity controlled by the Company’s stockholders immediately after the transfer, or

(2) a transfer of assets by the Company to:

(A) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company’s stock,

(B) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company,

(C) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or

(D) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in subsections 21(e)(iii)(2)(A) to 21(e)(iii)(2)(C).

For this definition, 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. For this definition, persons will be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

A transaction will not be a Change in Control:

(iv) unless the transaction qualifies as a change in control event within the meaning of Code Section 409A; or

(v) if its sole purpose is to (1) change the state of the Company's incorporation, or (2) create a holding company owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(f) "Code" means the Internal Revenue Code of 1986. Reference to a section of the Code or regulation related to that section shall include such section or regulation, any valid regulation issued under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(g) "Committee" means a committee of Directors or of other individuals satisfying Applicable Laws appointed by the Board.

(h) "Common Stock" means the Class A common stock of the Company.

(i) "Company" means GoDaddy Inc., a Delaware corporation, or any successor thereto.

(j) "Company Group" means the Company, any Parent or Subsidiary of the Company, and any entity that, from time to time and at the time of any determination, directly or indirectly, is in control of, is controlled by or is under common control with the Company.

(k) "Consultant" means any natural person engaged by a member of the Company Group to render bona fide services to such entity, provided the services (i) are not in connection with the offer or sale of securities in a capital raising transaction, and (ii) do not directly promote or maintain a market for the Company's securities. A Consultant must be a person to whom the issuance of Shares registered on Form S-8 under the Securities Act is permitted.

(l) "Director" means a member of the Board.

(m) "Employee" means any person, including Officers and Directors, employed by the Company or any member of the Company Group. However, with respect to Incentive Stock Options, an Employee must be employed by the Company or any Parent or Subsidiary of the Company. Notwithstanding Stock Options granted to individuals not providing services to the Company or a subsidiary of the Company should be carefully structured to comply with the payment timing rule of Code Section 409A. Neither service as a Director nor payment of a director's fee by the Company will constitute "employment" by the Company.

(n) "Exchange Act" means the U.S. Securities Exchange Act of 1934.

(o) "Exchange Program" means a program under which (i) outstanding Awards are surrendered or cancelled in exchange for awards of the same type (which may have higher or lower Exercise Prices and different terms), awards of a different type, and/or cash, (ii) Participants would have the opportunity to transfer any outstanding Awards to a financial institution or other person or entity selected by the Administrator, and/or (iii) the Exercise Price of an outstanding Award is increased or reduced. The Administrator will determine the terms and conditions of any Exchange Program in its sole discretion.

(p) "Expiration Date" means the last day on which an Option or Stock Appreciation Right may be exercised. Any exercise must be completed by midnight Arizona Time between the Expiration Date and the following date.

(q) "Fair Market Value" means, as of any date, the value of a Share, determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the New York Stock Exchange, the NASDAQ Global Select Market, the NASDAQ Global Market or the NASDAQ Capital Market of The NASDAQ Stock Market, its Fair Market Value will be the closing sales price for such stock (or the closing bid, if no sales were reported) as quoted on such exchange or system on the day of determination, as reported by such source as the Administrator determines to be reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, the Fair Market Value of a Share will be the mean between the high bid and low asked prices for the Common Stock on the day of determination (or, if no bids and asks were reported on that date on the last Trading Day such bids and asks were reported), as reported by such source as the Administrator determines to be reliable;

(iii) For any Awards granted on the Registration Date, the Fair Market Value will be the initial price to the public set forth in the final prospectus included within the registration statement in Form S-1 filed with the Securities and Exchange Commission for the initial public offering of the Company's Common Stock; or

(iv) Absent an established market for the Common Stock, the Fair Market Value will be determined in good faith by the Administrator.

Notwithstanding the foregoing, if the determination date for the Fair Market Value occurs on a weekend, holiday or other non-Trading Day, the Fair Market Value will be the price as determined under subsections (i) through (ii) above on the immediately preceding Trading Day, unless otherwise determined by the Administrator. In addition, for purposes of determining the fair market value of shares for any reason other than the determination of the Exercise Price of Options or Stock Appreciation Rights, fair market value will be determined by the Administrator in a manner compliant with Applicable Laws and applied consistently for such purpose. Note that the determination of fair market value for purposes of tax withholding may be made in the Administrator's sole discretion subject to Applicable Laws and is not required to be consistent with the determination of Fair Market Value for other purposes.

(r) "Fiscal Year" means the fiscal year of the Company.

(s) "Incentive Stock Option" means an Option that is intended to qualify and does qualify as an incentive stock option within the meaning of Code Section 422.

(t) "Nonstatutory Stock Option" means an Option that by its terms does not qualify or is not intended to qualify as an Incentive Stock Option.

(u) "Officer" means a person who is an officer of the Company within the meaning of Section 16 of the Exchange Act.

(v) "Option" means a stock option to acquire Shares granted under the Plan.

(w) "Outside Director" means a Director who is not an Employee.

(x) "Parent" means a "parent corporation," whether now or hereafter existing, as defined in Code Section 424(e).

(y) "Participant" means the holder of an outstanding Award.

(z) "Performance Awards" means an Award which may be earned in whole or in part upon attainment of performance goals or other vesting criteria as the Administrator may determine and which will be settled for cash, Shares or other securities or a combination of the foregoing under Section 9.

(aa) "Performance Share" means an Award denominated in Shares which may be earned in whole or in part upon attainment of performance goals or other vesting criteria as the Administrator may determine under Section 8.

(bb) "Performance Stock Units" means an Award which may be earned in whole or in part upon attainment of performance goals or other vesting criteria as the Administrator may determine and which may be settled for cash, Shares or other securities or a combination of the foregoing under Section 8.

(cc) "Period of Restriction" means the period during which the transfer of Shares of Restricted Stock is subject to restrictions and therefore, the Shares are subject to a substantial risk of forfeiture. Such restrictions may be based on the passage of time, the achievement of target levels of performance, or the occurrence of other events as determined by the Administrator.

(dd) “Plan” means this 2015 Equity Incentive Plan.

(ee) “Registration Date” means the effective date of the first registration statement filed by the Company and declared effective under Section 12(b) of the Exchange Act, with respect to any class of the Company’s securities.

(ff) “Restricted Stock” means Shares issued under a Restricted Stock award under Section 5, or issued as a result of the early exercise of an Option.

(gg) “Restricted Stock Unit” means a bookkeeping entry representing an amount equal to the Fair Market Value of one Share, granted under Section 6. Each Restricted Stock Unit represents an unfunded and unsecured obligation of the Company.

(hh) “Securities Act” means Securities Act of 1933, as amended.

(ii) “Service Provider” means an Employee, Director or Consultant.

(jj) “Share” means a share of Common Stock.

(kk) “Stock Appreciation Right” means an Award, granted alone or in connection with an Option, that under Section 7 is designated as a Stock Appreciation Right.

(ll) “Subsidiary” means a “subsidiary corporation” as defined in Code Section 424(f).

(mm) “Trading Day” means a day on which the applicable stock exchange or national market system is open for trading.

GODADDY INC.
2015 EQUITY INCENTIVE PLAN

NOTICE OF RESTRICTED STOCK UNIT GRANT AND RESTRICTED STOCK UNIT AGREEMENT

Terms defined in the GoDaddy Inc. 2015 Equity Incentive Plan (the “**Plan**”) will have the same defined meanings in this Notice of Restricted Stock Unit Grant and Restricted Stock Unit Agreement (the “**Notice of Grant**”), including the Terms and Conditions of Restricted Stock Unit Grant, and all exhibits to these documents (all together, the “**Agreement**”).

Participant has been granted this Restricted Stock Unit (“**RSU**”) Grant with terms below and subject to the terms and conditions of the Plan and this Agreement, as follows:

Participant	_____
Grant Number	_____
Grant Date	_____
Vesting Start Date	_____
Number of Shares Granted	_____

Vesting Schedule:

Unless the vesting is accelerated, the RSUs will vest on the following schedule:

If Participant continues to be a Service Provider through each such date, 25% of the RSUs will vest on each of the first 4 RSU Vesting Dates following the Grant Date.

“RSU Vesting Date” means _____.

If Participant ceases to be a Service Provider for any or no reason before Participant vests in the RSUs, the unvested portion of the RSUs will terminate pursuant to the terms of Section 5 of the Terms and Conditions of Restricted Stock Unit Grant.

Participant’s signature below indicates that:

- (i) He or she agrees that this Restricted Stock Unit Grant is granted under and governed by the terms and conditions of the Plan and this Agreement, including their exhibits and appendices.
- (ii) He or she understands that the Company is not providing any tax, legal or financial advice and is not the Company making any recommendations regarding Participant’s participation in the Plan, or Participant’s acquisition or sale of Shares.
- (iii) He or she has reviewed the Plan and this Agreement, has had an opportunity to obtain the advice of personal tax, legal and financial advisors prior to signing this Agreement and fully understands all provisions of the Plan and Agreement. He or she will consult with his or her own personal tax, legal and financial advisors before taking any action related to the Plan.
- (iv) He or she has read and agrees to each provision of Section 10 of this Agreement.
- (v) He or she will notify the Company of any change to the contact address below.

PARTICIPANT

Signature

Address: _____

EXHIBIT A

TERMS AND CONDITIONS OF RESTRICTED STOCK UNIT GRANT

1. Grant. The Company grants the Participant an award of RSUs as described on the Notice of Grant. If there is a conflict between the Plan, this Agreement, or any other agreement with Participant governing such Award, the forgoing documents will take precedence and prevail in the following order: (a) the Plan, (b) the Agreement, and (c) any other agreement between the Company and the Participant governing this Award.

2. Company's Obligation to Pay. Each RSU represents the right to receive a Share on the date it vests. Unless and until an RSU has vested in the manner set forth in Sections 3 or 4, Participant will have no right to payment of with respect to any such RSU. Prior to actual payment of any vested RSU, the RSU will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company. Any RSUs that vest in accordance with Sections 3 or 4 will be paid to Participant (or in the event of Participant's death, to his or her estate) in whole Shares, subject to Participant satisfying any obligations for Tax-Related Items (as defined in Section 7). Subject to the provisions of Sections 4 and 7, vested RSUs will be paid in whole Shares as soon as practicable after vesting, but in each such case within the period 60 days following the vesting date. In no event will Participant be permitted, directly or indirectly, to specify the taxable year of the payment of any RSUs payable under this Agreement.

3. Vesting Schedule. The RSUs will only vest under the Vesting Schedule on the Notice of Grant or as set out in Section 4 of this Agreement. RSUs scheduled to vest on a date or upon the occurrence of a condition will not vest unless Participant continues to be a Service Provider beginning on the Grant Date through the date that the vesting is scheduled to occur. The Administrator may modify the vesting schedule pursuant to its authority under the Plan if Participant takes a leave of absence or has a reduction in hours worked.

4. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of any portion of the RSUs at any time, subject to the terms of the Plan. In that case, the RSUs will be vested as of the date and to the extent specified by the Administrator and will be paid as provided in Section 2 above. The payment of Shares vesting pursuant to this Section 4 will be paid at a time or in a manner that is exempt from, or complies with, Code Section 409A.

5. Forfeiture upon Termination of Status as a Service Provider. Any RSUs that have not vested as of the time of Participant's termination as a Service Provider will cease vesting and will revert to the Plan on the 30th day following the Termination of Status Date, subject to Applicable Laws. The date of Participant's termination as a Service Provider is detailed in Section 3(c) of the Plan.

6. Death of Participant. Any distribution or delivery to be made to Participant under this Agreement will, if Participant is then deceased, be made to the administrator or executor of Participant's estate or, if the Administrator permits, Participant's designated beneficiary. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

7. Tax Obligations.

(a) **Tax Withholding**.

(i) No Shares issuable on a vesting date will be issued to Participant until satisfactory arrangements (as determined by the Administrator) have been made by Participant for the payment of income, employment, social insurance, National Insurance Contributions, payroll tax, fringe benefit tax,

payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant, including, but not limited to, the grant, vesting or settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such settlement and the receipt of any dividends (" **Tax-Related Items** ") that the Administrator determines must be withheld. If Participant is a non-U.S. employee, the method of payment of Tax-Related Items may be restricted by the Appendix. If Participant fails to make satisfactory arrangements for the payment of any Tax-Related Items hereunder at the time any applicable RSUs otherwise are scheduled to vest pursuant to Sections 3 or 4 or Tax-Related Items related to RSUs otherwise are due, Participant will permanently forfeit such RSUs and any right to receive Shares thereunder and the RSUs will be returned to the Company at no cost to the Company.

(ii) The Company has the right (but not the obligation) to satisfy any Tax-Related Items by withholding from proceeds of the sale of Shares acquired upon settlement of the RSUs through a sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent) and, until determined otherwise by the Company, this will be the method by which such tax withholding obligations are satisfied, subject to Applicable Law.

(iii) The Company also has the right (but not the obligation) to satisfy any Tax-Related Items by reducing the number of Shares otherwise deliverable to Participant.

(iv) Further, if Participant is subject to taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, the Company and/or Participant's Employer (the " **Employer** "), or former Employer may withhold or account for tax in more than one jurisdiction.

(v) Regardless of any action of the Company or the Employer, Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the RSUs; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the RSUs to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result.

(b) **Code Section 409A** . This Section 7(b) may not apply if the Participant is not a U.S. taxpayer.

(i) If the vesting of any portion of the RSUs is accelerated in connection with Participant's termination of status as a Service Provider (provided that such termination is a "separation from service" within the meaning of Code Section 409A) and if (x) Participant is a "specified employee" within the meaning of Code Section 409A at the time of such termination as a Service on the Provider and (y) the payment of such accelerated RSUs will result in the imposition of additional tax under Code Section 409A if paid to Participant on or within the 6-month period following Participant's termination as a Service Provider, then the payment of such accelerated RSUs will not be made until the first day after the end of the 6-month period.

(ii) If the termination as a Service Provider is due to death, the delay under Section 7(b)(i) will not apply. If Participant dies following his or her termination as a Service Provider, the delay under Section 7(b)(i) will be disregarded and the RSUs will be paid in Shares to Participant's estate as soon as practicable following his or her death.

(iii) All payments and benefits under this Restricted Stock Unit Grant Agreement are intended to be exempt from, or comply with, the requirements of Code Section 409A so that none of the RSUs or Shares issuable upon the vesting of RSUs will be subject to the additional tax imposed under Code Section 409A and the Company and Participant intend that any ambiguities be interpreted so that the RSUs are exempt from or comply with Code Section 409A.

(iv) Each payment under this Agreement is intended to be a separate payment as described in Treasury Regulations Section 1.409A-2(b)(2).

8. Forfeiture or Clawback. The RSUs (including any proceeds, gains or other economic benefit received by the Participant from a subsequent sale of Shares issued upon vesting) will be subject to any compensation recovery or clawback policy implemented by the Company before or after the date of this Agreement. This includes any clawback policy adopted to comply with the requirements of Applicable Laws.

9. Rights as Stockholder. Participant's rights as a stockholder of the Company, including as to voting Shares and the receipt of dividends and distributions on such Shares will not begin until the shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

10. Acknowledgements and Agreements. Participant's signature on the Notice of Grant accepting the grant of RSUs, indicates that:

(a) PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THESE RSUS IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AND THAT BEING HIRED, AND GRANTED THESE RSUS WILL NOT RESULT IN VESTING.

(b) PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THESE RSUS AND THIS AGREEMENT DO NOT CREATE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF PARTICIPANT'S EMPLOYER (OR ENTITY TO WHICH HE OR SHE IS PROVIDING SERVICES) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE, SUBJECT TO APPLICABLE LAWS.

(c) Participant agrees that this Agreement and its incorporated documents reflect all agreements on its subject matters and that he or she is not accepting this Agreement based on any promises, representations, or inducements other than those reflected in the Agreement.

(d) Participant agrees that delivery of any documents related to the Plan or Awards under the Plan, including the Plan, the Agreement, the Plan's prospectus and any reports of the Company provided generally to the Company's stockholders, may be made by electronic delivery. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. The Participant consents to the electronic delivery of the Plan documents and this Award Agreement. The Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to the Participant by contacting the Company by telephone or in writing. The Participant further acknowledges that the Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, the Participant understands that the Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, the Participant understands that he or she is not required to consent to electronic delivery of documents.

(e) Participant accepts that all good faith decisions or interpretations of the Administrator regarding the Plan and Awards under the Plan are binding, conclusive and final.

(f) Participant agrees that the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan.

(g) Participant agrees that the grant of RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past.

(h) Participant agrees that all decisions regarding future Awards, if any, will be at the sole discretion of the Company.

(i) Participant agrees that he or she is voluntarily participating in the Plan.

(j) Participant agrees that the RSUs and any Shares acquired under the Plan are not intended to replace any pension rights or compensation.

(k) Participant agrees that the RSUs and Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for any purpose, including for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.

(l) Participant agrees that the future value of the Shares underlying the RSUs is unknown, indeterminable, and cannot be predicted with certainty;

(m) Participant agrees that, for purposes of the RSUs, Participant's engagement as a Service Provider will be considered terminated as of the Termination of Status Date (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's engagement agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Administrator.

(n) Participant agrees that any right to vest in the RSUs under the Plan, if any, will terminate as of the Termination of Status date and will not be extended by any notice period (*e.g.* , Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws (including common law, if applicable) in the jurisdiction where Participant is a Service Provider or Participant's engagement agreement or employment agreement, if any, unless Participant is providing bona fide services during such time).

(o) Participant agrees that the Administrator has the exclusive discretion to determine when Participant is no longer actively providing services for purposes of his or her RSUs (including whether Participant may still be considered to be providing services while on a leave of absence).

(p) Participant agrees that none of the Company, the Employer, or any Parent or Subsidiary will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the settlement of the RSUs or the subsequent sale of any Shares acquired upon settlement.

(q) Participant has read and agrees to the Data Privacy Provisions of Section 11 of this Agreement.

(r) Participant agrees that no claim or entitlement to compensation or damages shall arise from forfeiture of the RSUs resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's service agreement, if any), and in consideration of the grant of the RSUs to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company or any member of the Company Group, waives his or her ability, if any, to bring any such claim, and releases the Company and all members of the Company Group from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

11. Data Privacy.

(a) Participant voluntarily consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement and any other Award materials (" **Data** ") by and among, as applicable, the Employer, the Company and any member of the Company Group for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

(b) Participant understands that the Company and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan.

(c) Participant understands that Data will be transferred to one or more a stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing Participant's participation in the Plan.

(d) Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by Applicable Laws, he or she may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting these RSUs, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing these consents on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her engagement as a Service Provider with the Employer will not be adversely affected; the only consequence of refusing or withdrawing Participant's consent is that the Company will not be able to grant Participant awards under the Plan or administer or maintain awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan (including the right to retain the RSUs). Participant understands that he or she may contact his or her local human resources representative for more information on the consequences of Participant's refusal to consent or withdrawal of consent.

12. Miscellaneous.

(a) **Address for Notices** . Any notice to be given to the Company under the terms of this Agreement must be addressed to the Company at GoDaddy Inc., 14455 N. Hayden Road, Scottsdale, Arizona 85260 until the Company designates another address in writing.

(b) **Non-Transferability of RSUs** . The RSUs may not be transferred other than by will or the laws of descent or distribution.

(c) **Binding Agreement** . If any RSUs are transferred, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties to this Agreement.

(d) **Additional Conditions to Issuance of Stock** . If the Company determines that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or foreign law, the tax code and related regulations or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to, Participant (or his or her estate), no issuance will occur until such condition has been satisfied in a manner acceptable to the Company. The Company will try to meet the requirements of any such state, federal or foreign law or securities exchange and to obtain any such consent or approval of any such governmental authority or securities exchange.

(e) **Captions** . Captions provided in this Agreement are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

(f) **Agreement Severable** . If any provision of this Agreement is held invalid or unenforceable, that provision will be severed from the remaining provisions of this Agreement and the invalidity or unenforceability will have no effect on the remainder of the Agreement.

(g) **Non-U.S. Appendix** . The RSUs are subject to any special terms and conditions set forth in any appendix to this Agreement for Participant's country (the "**Appendix** "). If Participant relocates to a country included in the Appendix, the special terms and conditions for that country will apply to Participant to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons.

(h) **Choice of Law; Choice of Forum** . The Plan, all Awards and all determinations made and actions taken under the Plan, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises under this Plan, a Participant's acceptance of an Award is his or her consent to the jurisdiction of the State of Delaware, and agree that any such litigation will be conducted in Delaware Court of Chancery, or the federal courts for the United States for the District of Delaware, and no other courts, regardless of where a Participant's services are performed.

(i) **Modifications to the Agreement** . The Plan and this Agreement constitute the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise the Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Code Section 409A in connection to these RSUs, or to comply with other Applicable Laws.

(j) **Waiver** . Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other Participant.

EXHIBIT B

APPENDIX TO RESTRICTED STOCK UNIT AGREEMENT

Terms and Conditions

This Appendix to Restricted Stock Unit Agreement (the “**Appendix**”) includes additional terms and conditions that govern the RSUs granted to me under the Plan if I reside in one of the countries listed below on the Grant Date or I move to one of the listed countries. Capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Agreement.

Notifications

This Appendix may also include information regarding exchange controls and certain other issues of which you should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other Applicable Laws in effect in the respective countries as of February 15, 2015. Such Applicable Laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time you sell Shares acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. You are advised to seek appropriate professional advice as to how the Applicable Laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently working, transfers employment after the RSUs are granted, or is considered a resident of another country for local law purposes, the information in this Appendix may not apply to you, and the Administrator will determine to what extent the terms and conditions in this Appendix apply.

BRAZIL

Notifications

Report of Overseas Assets . If you are resident or domiciled in Brazil, you will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US\$100,000. Assets and rights that must be reported include, but are not limited to, the Shares acquired under the Plan.

CANADA

Terms and Conditions

Labor Law Acknowledgement . In the event of the termination of my status as a Service Provider (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), my right to participate in the Plan and any RSUs granted to me under the Plan, if any, will terminate effective as of the date that is the earlier of: (i) my Termination of Status Date; (ii) the date that I receive written notice of termination of my status as a Service Provider from the Company or the Employer (regardless of any notice period or period of pay in lieu of such notice mandated under the employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any); or (iii) the date that I am no longer actively employed by the Company Group, with such date being determined by the Company in its sole discretion.

The following provisions will apply if you are a resident of Quebec:

Authorization to Release Necessary Personal Information . I hereby authorize the Company Group and its representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. I further authorize the Company Group and its designated Plan broker(s) to disclose and discuss the Plan with their advisors. I further authorize the Employer to record such information and to keep such information in my employee file.

English Language Provision . I hereby provide my consent to receive Plan information in English through my participation in the Plan. Specifically, I acknowledge as follows:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Disposition relative à l'utilisation de la langue anglaise . Par la présente, je consens à recevoir les informations relatives au Plan en anglais par le biais de mon participation au Plan. Particulièrement, je reconnais comme suit:

Les parties reconnaissent avoir exigé la rédaction en anglais du Contrat, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.

CZECH REPUBLIC

Notifications

Securities Disclaimer . The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Czech Republic.

INDIA

Notifications

Exchange Control Information . Indian residents are required to repatriate any cash dividends paid on Shares acquired under the Plan and any proceeds from the sale of such Shares to India within 90 days of receipt. Upon repatriation, the individual will receive a foreign inward remittance certificate (“**FIRC**”) from the bank where he or she deposits the foreign currency and he or she should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is your responsibility to comply with applicable exchange control laws in India.

Tax Reporting Obligation . Indian residents are required to declare the following items in their annual tax return: (i) any foreign assets held by them (including Shares acquired under the Plan), and (ii) any foreign bank accounts for which they have signing authority. It is your responsibility to comply with applicable foreign asset tax laws in India and you should consult with your personal tax advisor to ensure that you are properly reporting your foreign assets and bank accounts.

ISRAEL

Notifications

Securities Notification . The grant of the RSUs under the Plan is exempt from securities reporting and disclosure requirements with the Israel Securities Authority.

Tax Notification . The RSUs are not intended to qualify for tax qualified treatment in Israel, including without limitation, under Section 102 of the Israeli Ordinance and Income Tax Rules (Tax Benefits in Share Issuance to Employees) 5763-2003.

MEXICO

Notifications

Further Employment and Labor Law Acknowledgments . Through the Agreement, you acknowledge that as an employee of a Mexican company you are entitled to participate in the Plan, therefore you have the entire right to participate or not.

You accept and acknowledge that your sole and exclusive Employer is the Company's Mexican affiliate, therefore, any and all provisions in the Agreement establishing or making reference to the Employer, employment, employment agreement or employment relationship, means and refers exclusively to the Company's Mexican affiliate, as your Employer.

NETHERLANDS

Notifications

You should be aware of the Dutch insider trading rules, which may affect the issuance of Shares acquired under the Plan. In particular, you may be prohibited from effecting certain share transactions if you have insider information regarding the Company. Below is a discussion of the applicable restrictions. You are advised to read the discussion carefully to determine whether the insider rules could apply to you. If it is uncertain whether the insider rules apply, the Company recommends that you consult with a legal advisor. The Company cannot be held liable if you violate the Dutch insider trading rules. You are responsible for ensuring your compliance with these rules.

Prohibition Against Insider Trading . Dutch securities laws prohibit insider trading. The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht or Wft*) and in section 2 of the Market Abuse Decree (*Besluit marktmisbruik Wft*). For further information you are referred to the website of the Authority for the Financial Markets (*AFM*); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx>.

Given the broad scope of the definition of inside information, certain employees of the Company working at its Dutch affiliate may have inside information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such inside information. By entering into the Agreement and participating in the Plan, you acknowledge having read and understood the notification above and acknowledge that it is your responsibility to comply with the Dutch insider trading rules, as discussed herein.

Securities Disclaimer . Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Netherlands.

SINGAPORE

Notifications

Securities Law Information . The grant of RSUs under the Plan is being made pursuant to the “ **Qualifying Person** ” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“ **SFA** ”).

The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Further, the RSUs granted under the Plan are subject to section 257 of the SFA and you are not permitted to sell, or offer to sell, any Shares in Singapore unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Director Notification Obligation . Directors, associate directors or shadow directors of a Singapore Parent, Subsidiary or affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify such entity in writing within two business days of any of the following events: (i) the acquisition or disposal of an interest (e.g., RSUs granted under the Plan or Shares) in the Company or any Parent, Subsidiary or affiliate, (ii) any change in previously-disclosed interests (e.g., upon the issuance of Shares upon vesting of the RSUs granted under the Plan), or (iii) becoming a director, associate director or shadow director of a Parent, Subsidiary or affiliate in Singapore, if the individual holds such an interest at that time.

Insider Trading Notification . You should be aware of the Singapore insider-trading rules as these rules may impact your ability to acquire or dispose of Shares or rights to acquire Shares (e.g., RSUs granted under the Plan). Under the Singapore insider trading rules, you are prohibited from selling Shares when you are in possession of information concerning the Company which is not generally available and which you know or should know will have a material effect on the price of such Shares once such information is generally available.

UNITED KINGDOM

Terms and Conditions

Tax Obligations . The following provision supplements Section 7 of the Agreement:

Tax-Related Items shall include primary and to the extent legally possible secondary class 1 National Insurance Contributions (“**NICs**”).

I agree that the Company or the Employer may calculate the Tax-Related Items to be withheld and accounted for by reference to the maximum applicable rates, without prejudice to any right I may have to recover any overpayment from relevant UK tax authorities. If payment or withholding of any income tax liability arising in connection with my participation in the Plan is not made by me to the Employer within ninety (90) days of the event giving rise to such income tax liability or such other period specified in Section 222(1)(c) of the UK Income Tax (Earnings and Pensions) Act 2003 (the “**Due Date**”), I understand and agree that the amount of any uncollected income tax will constitute a loan owed by me to the Employer, effective on the Due Date. I understand and agree that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue and Customs, it will be immediately due and repayable by me, and the Company and/or the Employer may recover it at any time thereafter by any of the means referred to in the Plan and/or this Agreement. Notwithstanding the foregoing, I understand and agree that if I am a director or an executive officer of the Company (within the meaning of such terms for purposes of Section 13(k) of the Exchange Act), I will not be eligible for such a loan to cover the income tax liability. In the event that I am a director or executive officer and the income tax is not collected from or paid by me by the Due Date, I understand that the amount of any uncollected income tax will constitute an additional benefit to me on which additional income tax and NICs will be payable. I understand and agree that I be responsible for reporting and paying any income tax due on this additional benefit directly to Her Majesty’s Revenue and Customs under the self-assessment regime and for reimbursing the Company or the Employer (as appropriate) for the value of any primary and (to the extent legally possible) secondary class 1 NICs due on this additional benefit which the Company or the Employer may recover from you by any of the means referred to in the Plan and/or the Agreement.

Notification

Securities Disclaimer . Neither the Agreement nor the Appendix is an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 (“**FSMA**”) and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan is exclusively available in the UK to bona fide employees and former employees and any other UK Subsidiary.

* * *

GODADDY INC.
2015 EQUITY INCENTIVE PLAN

NOTICE OF STOCK OPTION GRANT AND STOCK OPTION AGREEMENT

Terms defined in the GoDaddy Inc. 2015 Equity Incentive Plan (the “**Plan**”) will have the same defined meanings in this Stock Option Agreement, including the Notice of Stock Option Grant (the “**Notice of Grant**”), Terms and Conditions of Stock Option Grant, and all exhibits to these documents (all together, the “**Agreement**”).

Participant has been granted an Option with the terms below and subject to the terms and conditions of the Plan and this Agreement:

Participant	_____
Grant Number	_____
Grant Date	_____
Vesting Start Date	_____
Number of Shares Granted	_____
Exercise Price per Share	_____
Total Exercise Price	_____
Type of Option	_____ Incentive Stock Option _____ Nonstatutory Stock Option
Expiration Date	_____

Vesting Schedule :

Unless the vesting is accelerated, this Option will be exercisable to the extent vested on the following schedule:

Performance Option

% of the Shares subject to the Option will be exercisable to the extent vested on the following performance-based schedule (the “Performance Option”):

In the event that the Company achieves the performance goals as set forth in Schedule 1 (the “Annual Performance Target”) for a given Fiscal Year (or portion thereof) as reasonably determined in good faith by the Administrator, % of the Performance Option shall vest and become exercisable following each of the first Fiscal Years (or portion(s) thereof) following the Grant Date on the Determination Date. The “Determination Date” means the date the Administrator approves or certifies performance against the performance goals for the relevant Fiscal Year promptly following the end thereof.

Notwithstanding the foregoing, in the event that either or both component(s) the Annual Performance Target is not achieved in a particular Fiscal Year (a “Missed Year”), then that portion of the Performance Option that was eligible to vest and become exercisable but failed to so vest and become exercisable due to the Company’s failure to achieve either or both component(s) of the Annual Performance Target

for such Missed Year shall be eligible to vest and become exercisable at the end of the Fiscal Year immediately following the Missed Year (the “Subsequent Year”) as provided in this paragraph, but only if Participant continues to be a Service Provider as of the end of the Subsequent Year. In the event that, in the Subsequent Year, the Company exceeds the target for either or both of the component(s) of the Annual Performance Target for such Subsequent Year, then the amount of such excess may be added to the amount achieved with respect to the applicable component of the Annual Performance Target in the Missed Year. If, after giving effect to the addition(s) contemplated by the immediately preceding sentence, both components of the Annual Performance Target are satisfied for the Missed Year, the Performance Options eligible to have vested and become exercisable in the Missed Year shall vest and become exercisable as of the end of the Subsequent Year. To the extent that any Performance Options that did not initially vest at the end of the Missed Year do not vest at the end of the Subsequent Year, such Performance Options shall expire as of the end of such Subsequent Year without consideration.

Time Option

% of the Shares subject to the Option will be exercisable to the extent vested on the following time-based schedule (such portion, the “Time Option”):

If Participant continues to be a Service Provider through each such date, % of the Shares subject to the Time Option will vest on each of the first _____ anniversaries of the Vesting Start Date. All vesting will be rounded in accordance with Section 3(f) of the Plan.

If Participant ceases to be a Service Provider for any or no reason before Participant fully vests in the Option, the unvested portion of the Option (whether Performance Option or Time Option) will terminate pursuant to the terms of Section 4 of the Terms and Conditions of Stock Option Grant.

Exercise of Option :

- (a) If Participant dies or the termination of status as a Service Provider is due to a Disability, the vested portion of this Option will be exercisable for 12 months after the Termination of Status Date. For any other termination of status as a Service Provider, the vested portion of this Option will only be exercisable for 3 months after the Termination of Status Date.
- (b) If there is a Change in Control or merger of the Company, Section 14 of the Plan may cause further limitations to the Option’s exercisability.
- (c) The Option will not be exercisable after the Expiration Date, unless Section 4(g) of the Plan, which tolls expiration in very limited cases when there are legal restrictions on exercise, permits later exercise.

Participant’s signature below indicates that:

- (i) He or she agrees that this Option is granted under and governed by the terms and conditions of the Plan and this Agreement, including their exhibits and appendices.
- (ii) He or she understands that the Company is not providing any tax, legal or financial advice and is not making any recommendations regarding Participant’s participation in the Plan, or Participant’s acquisition or sale of Shares.
- (iii) He or she has reviewed the Plan and this Agreement, has had an opportunity to obtain the advice of personal tax, legal and financial advisors prior to signing this Agreement and fully understands all provisions of the Plan and Agreement. He or she will consult with his or her own personal tax, legal and financial advisors before taking any action related to the Plan.

(iv) He or she has read and agrees to each provision of Section 11 of this Agreement.

(v) He or she will notify the Company of any change to the contact address below.

PARTICIPANT

Signature

Address: _____

Schedule 1

Annual Performance Target

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EXHIBIT A

TERMS AND CONDITIONS OF STOCK OPTION GRANT

1. Grant of Option. The Company grants Participant an Option to purchase Shares of Common Stock as described on the Notice of Grant. If there is a conflict between the Plan, this Agreement, or any other agreement with Participant governing such Award, the forgoing documents will take precedence and prevail in the following order: (a) the Plan, (b) the Agreement, and (c) any other agreement between the Company and Participant governing this Award.

If the Notice of Grant designates this Option as an Incentive Stock Option (“**ISO**”), this Option is intended to qualify as an ISO under Code Section 422. Even if this Option is designated an Incentive Stock Option, to the extent it first become exercisable as to more than \$100,000 in any calendar year, the portion in excess of \$100,000 is not an ISO under Code Section 422(d) and that portion will be a Nonstatutory Stock Option (“**NSO**”). If there is any other reason this Option (or a portion of it) will not qualify as an ISO, to the extent of such nonqualification the Option will be an NSO. Participant understands that he or she will have no recourse against the Administrator, any member of the Company Group, or any officer or director of a member of the Company Group if his Option is not an ISO.

2. Vesting Schedule. The Option will only be exercisable (also referred to as vested) under the Vesting Schedule on the Notice of Grant or as set out in Section 3 of this Agreement. Shares scheduled to vest on a date or upon the occurrence of a condition will not vest unless Participant continues to be a Service Provider beginning on the Grant Date through the date that the vesting is scheduled to occur. The Administrator may modify the vesting schedule pursuant to its authority under the Plan if Participant takes a leave of absence or has a reduction in hours worked.

3. Administrator Discretion. The Administrator may accelerate the vesting of any portion of the Option. In that case, the Option will be vested as of the date and to the extent specified by the Administrator.

4. Forfeiture upon Termination of Status as a Service Provider. Any unvested Shares subject to the Option that have not vested as of the time of Participant’s termination as a Service Provider will immediately be forfeited for no consideration, cease vesting and revert to the Plan on the 30th day following the Termination of Status Date. The date of Participant’s termination as a Service Provider is detailed in Section 3(c) of the Plan.

5. Death of Participant. Any distribution or delivery to be made to Participant under this Agreement will, if Participant is then deceased, be made to the administrator or executor of Participant’s estate or, if the Administrator permits, Participant’s designated beneficiary. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

6. Exercise of Option.

(a) **Right to Exercise**. This Option may be exercised only before its Expiration Date and only under the Plan and this Agreement.

(b) **Method of Exercise**. To exercise this Option, Participant must deliver and the Administrator must receive an exercise notice according to procedures determined by the Administrator. The exercise notice must:

(i) State the number of Shares as to which the Option is being exercised (“**Exercised Shares**”),

-
- (ii) Make any representations or agreements required by the Company,
 - (iii) Be accompanied by a payment of the total Exercise Price for all Exercised Shares,
 - (iv) Be accompanied by a payment of all required Tax-Related Items (defined in Section 8(a)) for all Exercised Shares.

On the date that both the Exercise Notice and payments due under Sections 6(b)(iii) and 6(b)(iv) are received by the Company for all Exercised Shares, the Option will be deemed exercised. The Administrator may designate a particular exercise notice to be used, but until a designation is made the exercise notice attached to this Agreement as Exhibit C may be used.

7. Method of Payment. Participant may pay the Exercise Price by any of the following methods or a combination of methods:

- (a) cash;
- (b) check;
- (c) wire transfer;
- (d) consideration received by the Company under a formal cashless exercise program adopted by the Company; or

(e) surrender of other Shares, provided that accepting such Shares, in the sole discretion of the Administrator, will not result in any adverse accounting consequences to the Company. If Shares are surrendered, the value of those Shares will be the Fair Market Value on the date they are surrendered.

A non-U.S. resident's methods of exercise may be restricted by the terms and condition of any appendix to this Agreement for Participant's country (the "**Appendix**").

8. Tax Obligations.

(a) **Tax Withholding**.

(i) No Shares will be issued to Participant until satisfactory arrangements (as determined by the Administrator) have been made by Participant for the payment of income, employment, social insurance, National Insurance Contributions, payroll tax, fringe benefit tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant including, without limitation, in connection with the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired under the Plan and/or the receipt of any dividends on such Shares ("**Tax-Related Items**") that the Administrator determines must be withheld. If Participant is a non-U.S. employee, the method of payment of Tax-Related Items may be restricted by the Appendix.

(ii) The Company has the right (but not the obligation) to satisfy any Tax-Related Items by withholding from proceeds of the sale of Shares acquired upon the exercise of Options through a sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent) and, until determined otherwise by the Company, this will be the method by which such tax withholding obligations are satisfied, subject to Applicable Law.

(iii) The Company has the right (but not the obligation) to satisfy any Tax-Related Items by reducing the number of Shares otherwise deliverable to Participant.

(iv) If Participant does not arrange for the payment of any Tax-Related Items at the time of an attempted Option exercise, the Company may refuse to honor the exercise and refuse to deliver the Shares. Participant authorizes the Company and/or Participant's employer (the "Employer") to withhold any Tax-Related Items legally payable by Participant from his or her wages or other cash compensation paid to Participant by the Company and/or the Employer or from proceeds of the sale of Shares.

(v) If Participant is subject to taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, the Company and/or the Employer or former Employer may withhold or account for tax in greater than one jurisdiction.

(vi) Regardless of any action of the Company or the Employer, Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result.

(b) **Tax Reporting** . This Section 8(b) applies if the Participant is a U.S. taxpayer. If the Option is partially or wholly an ISO, and if Participant sells or otherwise disposes of any the Shares acquired by exercising the ISO portion on or before the later of (i) the date 2 years after the Grant Date, or (ii) the date 1 year after the date of exercise, Participant may be subject to withholding of Tax-Related Items by the Company on the compensation income recognized by Participant and must immediately notify the Company in writing of the disposition. If Participant exercises the Option after 3 months have passed since Participant ceased to be an employee of the Company or a Parent or Subsidiary of the Company, it will no longer be an ISO.

9. **Forfeiture or Clawback** . The Option (including any proceeds, gains or other economic benefit received by Participant upon its exercise or the subsequent sale of Shares resulting from the exercise) will be subject to any compensation recovery or clawback policy implemented by the Company before or after the date of this Agreement. This includes any clawback policy adopted to comply with the requirements of Applicable Laws

10. **Rights as Stockholder** . Participant's rights as a stockholder of the Company, including as to voting Shares and the receipt of dividends and distributions on such Shares will not begin until the shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

11. **Acknowledgements and Agreements** . Participant's signature on the Notice of Grant accepting the Option, indicates that:

(a) PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THIS OPTION IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AND THAT BEING HIRED, GRANTED THIS OPTION, AND EXERCISING THE OPTION WILL NOT RESULT IN VESTING.

(b) PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION AND AGREEMENT DO NOT CREATE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF PARTICIPANT'S EMPLOYER (OR ENTITY TO WHICH HE OR SHE IS PROVIDING SERVICES) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE, SUBJECT TO APPLICABLE LAWS.

(c) Participant agrees that this Agreement and its incorporated documents reflect all agreements on its subject matters and that he or she is not accepting this Agreement based on any promises, representations, or inducements other than those reflected in the Agreement.

(d) Participant understands that exercise of the Option is governed strictly by Sections 6, 7, and 8 and that failure to comply with those Sections could result in the expiration of the Option, even if an attempt was made to exercise.

(e) Participant agrees that delivery of any documents related to the Plan or Awards under the Plan, including the Plan, the Agreement, the Plan's prospectus and any reports of the Company provided generally to the Company's stockholders, may be made by electronic delivery, which may include but does not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. Participant consents to the electronic delivery of the Plan documents and this Agreement. Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to Participant by contacting the Company by telephone or in writing. Participant further acknowledges that Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, Participant understands that Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, Participant understands that he or she is not required to consent to electronic delivery of documents.

(f) Participant accepts that all good faith decisions or interpretations of the Administrator regarding the Plan and Awards under the Plan are binding, conclusive and final.

(g) Participant agrees that the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan.

(h) Participant agrees that the grant of an Option is voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options, even if Options have been granted in the past.

(i) Participant agrees that all decisions regarding future Awards, if any, will be at the sole discretion of the Company.

(j) Participant agrees that he or she is voluntarily participating in the Plan.

(k) Participant agrees that the Option and any Shares acquired under the Plan are not intended to replace any pension rights or compensation.

(l) Participant agrees that the Option and Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for any purpose, including for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.

(m) Participant agrees that the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty.

(n) Participant understands that if the underlying Shares do not increase in value, the Option will have no intrinsic monetary value.

(o) Participant understands that if the Option is exercised, the value of Shares received on exercise may increase or decrease in value, even below the Exercise Price.

(p) Participant agrees that, for purposes of the Option, Participant's engagement as a Service Provider will be considered terminated as of the Termination of Status Date (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's engagement agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Administrator.

(q) Participant agrees that any right to vest in the Option under the Plan, if any, will terminate as of the Termination of Status Date and will not be extended by any notice period (*e.g.* , Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws (including common law, if applicable) in the jurisdiction where Participant is a Service Provider or by Participant's engagement agreement or employment agreement, if any, unless Participant is providing bona fide services during such time).

(r) Participant agrees that the period (if any) during which Participant may exercise the vested portion of the Option after a termination of Participant's engagement as a Service Provider will start on the date Participant ceases to actively provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where Participant is employed or terms of Participant's engagement agreement, if any.

(s) Participant agrees that the Administrator has the exclusive discretion to determine when Participant is no longer actively providing services for purposes of his or her Option grant (including whether Participant may still be considered to be providing services while on a leave of absence).

(t) Participant agrees that none of the Company and any member of the Company Group will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise.

(u) Participant has read and agrees to the Data Privacy Provisions of Section 12 of this Agreement.

(v) Participant agrees that no claim or entitlement to compensation or damages shall arise from forfeiture of the unvested Shares subject to the Option resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's service agreement, if any), and in consideration of the grant of the Option to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company or any member of the Company Group, waives his or her ability, if any, to bring any such claim, and releases the Company and all members of the Company Group from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

12. Data Privacy.

(a) Participant voluntarily consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement and any other Award materials (" **Data** ") by and among, as applicable, the Employer, the Company and any member of the Company Group for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

(b) Participant understands that the Company and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan.

(c) Participant understands that Data will be transferred to one or more a stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing Participant's participation in the Plan.

(d) Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by Applicable Laws he or she may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting this Option, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing these consents on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her engagement as a Service Provider with the Employer will not be adversely affected; the only consequence of refusing or withdrawing Participant's consent is that the Company will not be able to grant Participant awards under the Plan or administer or maintain awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan (including the right to receive or retain the Option Grant). Participant understands that he or she may contact his or her local human resources representative for more information on the consequences of Participant's refusal to consent or withdrawal of consent.

13. Miscellaneous

(a) **Address for Notices** . Any notice to be given to the Company under the terms of this Agreement must be addressed to the Company at GoDaddy Inc., 14455 N. Hayden Road, Scottsdale, Arizona 85260 until the Company designates another address in writing.

(b) **Non-Transferability of Option** . This Option may not be transferred other than by will or the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant or Participant's representative following a Disability.

(c) **Binding Agreement** . If the Option is transferred, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties to this Agreement.

(d) **Additional Conditions to Issuance of Stock** . If the Company determines that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or foreign law, the tax code and related regulations or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the purchase by, or issuance of Shares to, Participant (or his or her estate) under the Option, no purchase or issuance will occur until such condition has been satisfied in a manner acceptable to the Company. The Company will try to meet the requirements of any such state, federal or foreign law or securities exchange and to obtain any such consent or approval of any such governmental authority or securities exchange.

(e) **Captions** . Captions provided in this Agreement are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

(f) **Agreement Severable** . If any provision of this Agreement is held invalid or unenforceable, that provision will be severed from the remaining provisions of this Agreement and the invalidity or unenforceability will have no effect on the remainder of the Agreement.

(g) **Non-U.S. Appendix** . The Option is subject to any special terms and conditions set forth in any "Appendix". If Participant relocates to a country included in the Appendix, the special terms and conditions for that country will apply to Participant to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons.

(h) **Choice of Law; Choice of Forum** . The Plan, all Awards and all determinations made and actions taken under the Plan, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises under this Plan, a Participant's acceptance of an Award is his or her consent to the jurisdiction of the State of Delaware, and agree that any such litigation will be conducted in Delaware Court of Chancery, or the federal courts for the United States for the District of Delaware, and no other courts, regardless of where a Participant's services are performed.

(i) **Modifications to the Agreement** . The Plan and this Agreement constitute the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise the Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Code Section 409A in connection to this Stock Option Grant, or to comply with other Applicable Law.

(j) **Waiver** . Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other participant in the Plan.

EXHIBIT B

APPENDIX TO STOCK OPTION AGREEMENT

Terms and Conditions

This Appendix to Stock Option Agreement (the “ **Appendix** ”) includes additional terms and conditions that govern the Option granted to me under the Plan if I reside in one of the countries listed below on the Grant Date or I move to one of the listed countries. Capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Agreement.

Notifications

This Appendix may also include information regarding exchange controls and certain other issues of which you should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other Applicable Laws in effect in the respective countries as of February 15, 2015. Such Applicable Laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time you exercise the Option or sells Shares acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. You are advised to seek appropriate professional advice as to how the Applicable Laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently working, and you transfer employment after the Option is granted, or you are considered a resident of another country for local law purposes, the information in this Appendix may not apply to you, and the Administrator will determine to what extent the terms and conditions in this Appendix apply.

BRAZIL

Terms and Conditions

Compliance with Law. By accepting the terms of the Agreement, I acknowledge and agree to comply with all applicable Brazilian laws and pay any and all Tax-Related Items associated with the purchase and the sale of Shares acquired under the Plan.

Notifications

Report of Overseas Assets. If you are resident or domiciled in Brazil, you will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US\$100,000. Assets and rights that must be reported include, but are not limited to, the Shares acquired under the Plan.

CANADA

Terms and Conditions

Labor Law Acknowledgement. In the event of the termination of my status as a Service Provider (for any reason

whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), my right to participate in the Plan and any Options granted to me under the Plan, if any, will terminate effective as of the date that is the earlier of: (i) my Termination of Status Date; (ii) the date that I receive written notice of termination of my status as a Service Provider from the Company or the Employer (regardless of any notice period or period of pay in lieu of such notice mandated under the employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any); or (iii) the date that I am no longer actively employed by the Company Group, with such date being determined by the Company in its sole discretion.

The following provisions will apply if you are a resident of Quebec:

Authorization to Release Necessary Personal Information. I hereby authorize the Company Group and its representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. I further authorize the Company Group and its designated Plan broker(s) to disclose and discuss the Plan with their advisors. I further authorize the Employer to record such information and to keep such information in my employee file.

English Language Provision. I hereby provide my consent to receive Plan information in English through my participation in the Plan. Specifically, I acknowledge as follows:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Disposition relative à l'utilisation de la langue anglaise. Par la présente, je consens à recevoir les informations relatives au Plan en anglais par le biais de mon participation au Plan. Particulièrement, je reconnais comme suit:

Les parties reconnaissent avoir exigé la rédaction en anglais du Contrat, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.

CZECH REPUBLIC

Notifications

Securities Disclaimer. The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Czech Republic.

INDIA

Notifications

Exchange Control Information. Indian residents are required to repatriate any cash dividends paid on Shares acquired under the Plan and any proceeds from the sale of such Shares to India within 90 days of receipt. Upon repatriation, the individual will receive a foreign inward remittance certificate (“**FIRC**”) from the bank where he or she deposits the foreign currency and he or she should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is your responsibility to comply with applicable exchange control laws in India.

Tax Reporting Obligation. Indian residents are required to declare the following items in their annual tax return: (i) any foreign assets held by them (including Shares acquired under the Plan), and (ii) any foreign bank accounts for which they have signing authority. It is your responsibility to comply with applicable foreign asset tax laws in India and you should consult with your personal tax advisor to ensure that you are properly reporting your foreign assets and bank accounts.

ISRAEL

Notifications

Securities Notification. The grant of the Options under the Plan is exempt from securities reporting and disclosure requirements with the Israel Securities Authority.

Tax Notification. The Option is not intended to qualify for tax qualified treatment in Israel, including without limitation, under Section 102 of the Israeli Ordinance and Income Tax Rules (Tax Benefits in Share Issuance to Employees) 5763-2003.

MEXICO

Notifications

Further Employment and Labor Law Acknowledgments. Through the Agreement, you acknowledge that as an employee of a Mexican company you are entitled to participate in the Plan, therefore you have the entire right to participate or not.

You accept and acknowledge that your sole and exclusive Employer is the Company's Mexican affiliate, therefore, any and all provisions in the Agreement establishing or making reference to the Employer, employment, employment agreement or employment relationship, means and refers exclusively to the Company's Mexican affiliate, as your Employer.

NETHERLANDS

Notifications

You should be aware of the Dutch insider trading rules, which may affect the sale of Shares acquired under the Plan. In particular, you may be prohibited from effecting certain share transactions if you have insider information regarding the Company. Below is a discussion of the applicable restrictions. You are advised to read the discussion carefully to determine whether the insider rules could apply to you. If it is uncertain whether the insider rules apply, the Company recommends that you consult with a legal advisor. The Company cannot be held liable if you violate the Dutch insider trading rules. You are responsible for ensuring your compliance with these rules.

Prohibition Against Insider Trading. Dutch securities laws prohibit insider trading. The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht or Wft*) and in section 2 of the Market Abuse Decree (*Besluit marktmisbruik Wft*). For further information you are referred to the website of the Authority for the Financial Markets (*AFM*); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx>.

Given the broad scope of the definition of inside information, certain employees of the Company working at its Dutch affiliate may have inside information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such inside information. By entering into the Agreement and participating in the Plan, you acknowledge having read and understood the notification above and acknowledge that it is your responsibility to comply with the Dutch insider trading rules, as discussed herein.

Securities Disclaimer. Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Netherlands.

SINGAPORE

Notifications

Securities Law Information. The grant of Options under the Plan is being made pursuant to the “ **Qualifying Person** ” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“ **SFA** ”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Further, the Options granted under the Plan are subject to section 257 of the SFA and you are not permitted to sell, or offer to sell, any Shares in Singapore unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Director Notification Obligation. Directors, associate directors or shadow directors of a Singapore Parent, Subsidiary or affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify such entity in writing within two business days of any of the following events: (i) the acquisition or disposal of an interest (e.g., Options granted under the Plan or Shares) in the Company or any Parent, Subsidiary or affiliate, (ii) any change in previously-disclosed interests (e.g., upon exercise of Options granted under the Plan), or (iii) becoming a director, associate director or shadow director of a Parent, Subsidiary or affiliate in Singapore, if the individual holds such an interest at that time.

Insider Trading Notification. You should be aware of the Singapore insider-trading rules as these rules may impact your ability to acquire or dispose of Shares or rights to acquire Shares (e.g., Options granted under the Plan). Under the Singapore insider-trading rules, you are prohibited from selling Shares when you are in possession of information concerning the Company which is not generally available and which you know or should know will have a material effect on the price of such Shares once such information is generally available.

UNITED KINGDOM

Terms and Conditions

Tax Obligations. The following provision supplements Section 8 of the Agreement:

Tax-Related Items shall include primary and to the extent legally possible secondary class 1 National Insurance Contributions (“ **NICs** ”).

I agree that the Company or the Employer may calculate the Tax-Related Items to be withheld and accounted for by reference to the maximum applicable rates, without prejudice to any right I may have to recover any overpayment from relevant UK tax authorities. If payment or withholding of any income tax liability arising in connection with my participation in the Plan is not made by me to the Employer within ninety (90) days of the event giving rise to such income tax liability or such other period specified in Section 222(1)(c) of the UK Income Tax (Earnings and Pensions) Act 2003 (the “ **Due Date** ”), I understand and agree that the amount of any uncollected income tax will constitute a loan owed by me to the Employer, effective on the Due Date. I understand and agree that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue and Customs, it will be immediately due and repayable by me, and the Company and/or the Employer may recover it at any time thereafter by any of the means referred to in the Plan and/or this Agreement. Notwithstanding the foregoing, I understand and agree that if I am a director or an executive officer of the Company (within the meaning of such terms for purposes of Section 13(k) of the Exchange Act), I will not be eligible for such a loan to cover the income tax liability. In the event that I am a director or executive officer and the income tax is not collected from or paid by me by the Due Date, I understand that the amount of any uncollected income tax will constitute an additional benefit to me on which additional income tax and NICs will be payable. I understand and agree that I be responsible for reporting and paying any income tax due on this additional benefit directly to Her Majesty’s Revenue and Customs under the self-assessment regime and for reimbursing the Company or the Employer (as appropriate) for the value of any primary and (to the extent legally possible) secondary class 1 NICs due on this additional benefit which the Company or the Employer may recover from you by any of the means referred to in the Plan and/or the Agreement.

Notification

Securities Disclaimer. Neither the Agreement nor the Appendix is an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 (“**FSMA**”) and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan is exclusively available in the UK to bona fide employees and former employees and any other UK Subsidiary.

EXHIBIT C

**GODADDY INC.
2015 EQUITY INCENTIVE PLAN
EXERCISE NOTICE**

GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, Arizona 85260

Attention: Stock Administration

Purchaser Name:	
Stock Option Grant Date:	
Exercise Date:	
Number of Shares Exercised:	
Per Share Exercise Price:	
Total Exercise Price:	
Exercise Price Payment Method:	
Tax-Related Items Payment Method:	

The information in the table above is incorporated in this Exercise Notice.

1. **Exercise of Option** . Effective as the Exercise Date, I elect to purchase Number of Shares Exercised (“ **Exercised Shares** ”) under the referenced Stock Option Agreement (the “ **Agreement** ”) for the Total Exercise Price.

2. **Delivery of Payment** . With this Exercise Notice, I am delivering the Total Exercise Price and any required Tax-Related Items to be paid in connection with purchase of the Exercised Shares. I am paying my total purchase price by Purchase Price Payment Method and the Tax-Related Items by Tax-Related Items Payment Method.

3. **Representations of Purchaser** . I acknowledge

(a) I have received, read and understood the Plan and the Agreement and agree to be bound by their terms and conditions.

(b) The exercise will not be completed until this Exercise Notice, Total Exercise Price, and all Tax-Related Payments are received by the Company.

(c) I have no rights as a stockholder of the Company, including as to voting Shares and the receipt of dividends and distributions on such Shares until the Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

(d) That no adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance, except as provided in Section 13 of the Plan.

(e) There may be adverse tax consequences to exercising the Option and I am not relying on the Company for tax advice but have had an opportunity to obtain the advice of personal tax, legal and financial advisors prior to exercising.

(f) The modification and choice of law provisions of the Agreement also govern this Exercise Notice.

4. Entire Agreement; Governing Law . The Plan and Agreement are incorporated by reference. This Exercise Notice, the Plan and the Agreement are the entire agreement of the parties with respect to the Options and this exercise and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to their subject matter.

Submitted by:

PURCHASER

Signature

Address: _____

GODADDY INC.
2015 EQUITY INCENTIVE PLAN

NOTICE OF STOCK OPTION GRANT AND STOCK OPTION AGREEMENT

Terms defined in the GoDaddy Inc. 2015 Equity Incentive Plan (the “**Plan**”) will have the same defined meanings in this Stock Option Agreement, including the Notice of Stock Option Grant (the “**Notice of Grant**”), Terms and Conditions of Stock Option Grant, and all exhibits to these documents (all together, the “**Agreement**”).

Participant has been granted an Option with the terms below and subject to the terms and conditions of the Plan and this Agreement:

Participant	_____
Grant Number	_____
Grant Date	_____
Vesting Start Date	_____
Number of Shares Granted	_____
Exercise Price per Share	_____
Total Exercise Price	_____
Type of Option	_____ Incentive Stock Option _____ Nonstatutory Stock Option
Expiration Date	_____

Vesting Schedule :

Unless the vesting is accelerated, this Option will be exercisable to the extent vested on the following schedule:

If Participant continues to be a Service Provider through each such date, _____ % of the Shares subject to the Time Option will vest on each of the first _____ anniversaries of the Vesting Start Date. All vesting will be rounded in accordance with Section 3(f) of the Plan.

If Participant ceases to be a Service Provider for any or no reason before Participant fully vests in the Option, the unvested portion of the Option will terminate pursuant to the terms of Section 4 of the Terms and Conditions of Stock Option Grant.

Exercise of Option :

- (a) If Participant dies or the termination of status as a Service Provider is due to a Disability, the vested portion of this Option will be exercisable for 12 months after the Termination of Status Date. For any other termination of status as a Service Provider, the vested portion of this Option will only be exercisable for 3 months after the Termination of Status Date.
- (b) If there is a Change in Control or merger of the Company, Section 14 of the Plan may cause further limitations to the Option’s exercisability.

-
- (c) The Option will not be exercisable after the Expiration Date, unless Section 4(g) of the Plan, which tolls expiration in very limited cases when there are legal restrictions on exercise, permits later exercise.

Participant's signature below indicates that:

- (i) He or she agrees that this Option is granted under and governed by the terms and conditions of the Plan and this Agreement, including their exhibits and appendices.
- (ii) He or she understands that the Company is not providing any tax, legal or financial advice and is not making any recommendations regarding Participant's participation in the Plan, or Participant's acquisition or sale of Shares.
- (iii) He or she has reviewed the Plan and this Agreement, has had an opportunity to obtain the advice of personal tax, legal and financial advisors prior to signing this Agreement and fully understands all provisions of the Plan and Agreement. He or she will consult with his or her own personal tax, legal and financial advisors before taking any action related to the Plan.
- (iv) He or she has read and agrees to each provision of Section 11 of this Agreement.
- (v) He or she will notify the Company of any change to the contact address below.

PARTICIPANT

Signature

Address: _____

EXHIBIT A

TERMS AND CONDITIONS OF STOCK OPTION GRANT

1. Grant of Option. The Company grants Participant an Option to purchase Shares of Common Stock as described on the Notice of Grant. If there is a conflict between the Plan, this Agreement, or any other agreement with Participant governing such Award, the forgoing documents will take precedence and prevail in the following order: (a) the Plan, (b) the Agreement, and (c) any other agreement between the Company and Participant governing this Award.

If the Notice of Grant designates this Option as an Incentive Stock Option (“ISO”), this Option is intended to qualify as an ISO under Code Section 422. Even if this Option is designated an Incentive Stock Option, to the extent it first become exercisable as to more than \$100,000 in any calendar year, the portion in excess of \$100,000 is not an ISO under Code Section 422(d) and that portion will be a Nonstatutory Stock Option (“NSO”). If there is any other reason this Option (or a portion of it) will not qualify as an ISO, to the extent of such nonqualification the Option will be an NSO. Participant understands that he or she will have no recourse against the Administrator, any member of the Company Group, or any officer or director of a member of the Company Group if his Option is not an ISO.

2. Vesting Schedule. The Option will only be exercisable (also referred to as vested) under the Vesting Schedule on the Notice of Grant or as set out in Section 3 of this Agreement. Shares scheduled to vest on a date or upon the occurrence of a condition will not vest unless Participant continues to be a Service Provider beginning on the Grant Date through the date that the vesting is scheduled to occur. The Administrator may modify the vesting schedule pursuant to its authority under the Plan if Participant takes a leave of absence or has a reduction in hours worked.

3. Administrator Discretion. The Administrator may accelerate the vesting of any portion of the Option. In that case, the Option will be vested as of the date and to the extent specified by the Administrator.

4. Forfeiture upon Termination of Status as a Service Provider. Any unvested Shares subject to the Option that have not vested as of the time of Participant’s termination as a Service Provider will immediately be forfeited for no consideration, cease vesting and revert to the Plan on the 30th day following the Termination of Status Date. The date of Participant’s termination as a Service Provider is detailed in Section 3(c) of the Plan.

5. Death of Participant. Any distribution or delivery to be made to Participant under this Agreement will, if Participant is then deceased, be made to the administrator or executor of Participant’s estate or, if the Administrator permits, Participant’s designated beneficiary. Any such transferee must furnish the Company with (a) written notice of his or her status as transferee, and (b) evidence satisfactory to the Company to establish the validity of the transfer and compliance with any laws or regulations pertaining to said transfer.

6. Exercise of Option.

(a) **Right to Exercise**. This Option may be exercised only before its Expiration Date and only under the Plan and this Agreement.

(b) **Method of Exercise**. To exercise this Option, Participant must deliver and the Administrator must receive an exercise notice according to procedures determined by the Administrator. The exercise notice must:

(i) State the number of Shares as to which the Option is being exercised (“**Exercised Shares**”),

-
- (ii) Make any representations or agreements required by the Company,
 - (iii) Be accompanied by a payment of the total Exercise Price for all Exercised Shares,
 - (iv) Be accompanied by a payment of all required Tax-Related Items (defined in Section 8(a)) for all Exercised Shares.

On the date that both the Exercise Notice and payments due under Sections 6(b)(iii) and 6(b)(iv) are received by the Company for all Exercised Shares, the Option will be deemed exercised. The Administrator may designate a particular exercise notice to be used, but until a designation is made the exercise notice attached to this Agreement as Exhibit C may be used.

7. Method of Payment. Participant may pay the Exercise Price by any of the following methods or a combination of methods:

- (a) cash;
- (b) check;
- (c) wire transfer;
- (d) consideration received by the Company under a formal cashless exercise program adopted by the Company; or

(e) surrender of other Shares, provided that accepting such Shares, in the sole discretion of the Administrator, will not result in any adverse accounting consequences to the Company. If Shares are surrendered, the value of those Shares will be the Fair Market Value on the date they are surrendered.

A non-U.S. resident's methods of exercise may be restricted by the terms and condition of any appendix to this Agreement for Participant's country (the "**Appendix**").

8. Tax Obligations.

(a) **Tax Withholding**.

(i) No Shares will be issued to Participant until satisfactory arrangements (as determined by the Administrator) have been made by Participant for the payment of income, employment, social insurance, National Insurance Contributions, payroll tax, fringe benefit tax, payment on account or other tax-related items related to Participant's participation in the Plan and legally applicable to Participant including, without limitation, in connection with the grant, vesting or exercise of the Option, the subsequent sale of Shares acquired under the Plan and/or the receipt of any dividends on such Shares ("**Tax-Related Items**") that the Administrator determines must be withheld. If Participant is a non-U.S. employee, the method of payment of Tax-Related Items may be restricted by the Appendix.

(ii) The Company has the right (but not the obligation) to satisfy any Tax-Related Items by withholding from proceeds of the sale of Shares acquired upon the exercise of Options through a sale arranged by the Company (on Participant's behalf pursuant to this authorization without further consent) and, until determined otherwise by the Company, this will be the method by which such tax withholding obligations are satisfied, subject to Applicable Law.

(iii) The Company has the right (but not the obligation) to satisfy any Tax-Related Items by reducing the number of Shares otherwise deliverable to Participant.

(iv) If Participant does not arrange for the payment of any Tax-Related Items at the time of an attempted Option exercise, the Company may refuse to honor the exercise and refuse to deliver the Shares. Participant authorizes the Company and/or Participant's employer (the "Employer") to withhold any Tax-Related Items legally payable by Participant from his or her wages or other cash compensation paid to Participant by the Company and/or the Employer or from proceeds of the sale of Shares.

(v) If Participant is subject to taxation in more than one jurisdiction between the Grant Date and the date of any relevant taxable or tax withholding event, the Company and/or the Employer or former Employer may withhold or account for tax in greater than one jurisdiction.

(vi) Regardless of any action of the Company or the Employer, Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company and the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items or achieve any particular tax result.

(b) **Tax Reporting** . This Section 8(b) applies if the Participant is a U.S. taxpayer. If the Option is partially or wholly an ISO, and if Participant sells or otherwise disposes of any the Shares acquired by exercising the ISO portion on or before the later of (i) the date 2 years after the Grant Date, or (ii) the date 1 year after the date of exercise, Participant may be subject to withholding of Tax-Related Items by the Company on the compensation income recognized by Participant and must immediately notify the Company in writing of the disposition. If Participant exercises the Option after 3 months have passed since Participant ceased to be an employee of the Company or a Parent or Subsidiary of the Company, it will no longer be an ISO.

9. **Forfeiture or Clawback** . The Option (including any proceeds, gains or other economic benefit received by Participant upon its exercise or the subsequent sale of Shares resulting from the exercise) will be subject to any compensation recovery or clawback policy implemented by the Company before or after the date of this Agreement. This includes any clawback policy adopted to comply with the requirements of Applicable Laws

10. **Rights as Stockholder** . Participant's rights as a stockholder of the Company, including as to voting Shares and the receipt of dividends and distributions on such Shares will not begin until the shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

11. **Acknowledgements and Agreements** . Participant's signature on the Notice of Grant accepting the Option, indicates that:

(a) PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF THIS OPTION IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AND THAT BEING HIRED, GRANTED THIS OPTION, AND EXERCISING THE OPTION WILL NOT RESULT IN VESTING.

(b) PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION AND AGREEMENT DO NOT CREATE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF PARTICIPANT'S EMPLOYER (OR ENTITY TO WHICH HE OR SHE IS PROVIDING SERVICES) TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE, SUBJECT TO APPLICABLE LAWS.

(c) Participant agrees that this Agreement and its incorporated documents reflect all agreements on its subject matters and that he or she is not accepting this Agreement based on any promises, representations, or inducements other than those reflected in the Agreement.

(d) Participant understands that exercise of the Option is governed strictly by Sections 6, 7, and 8 and that failure to comply with those Sections could result in the expiration of the Option, even if an attempt was made to exercise.

(e) Participant agrees that delivery of any documents related to the Plan or Awards under the Plan, including the Plan, the Agreement, the Plan's prospectus and any reports of the Company provided generally to the Company's stockholders, may be made by electronic delivery, which may include but does not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. Participant consents to the electronic delivery of the Plan documents and this Agreement. Participant acknowledges that he or she may receive from the Company a paper copy of any documents delivered electronically at no cost to Participant by contacting the Company by telephone or in writing. Participant further acknowledges that Participant will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, Participant understands that Participant must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. Participant may revoke his or her consent to the electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if Participant has provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, Participant understands that he or she is not required to consent to electronic delivery of documents.

(f) Participant accepts that all good faith decisions or interpretations of the Administrator regarding the Plan and Awards under the Plan are binding, conclusive and final.

(g) Participant agrees that the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan.

(h) Participant agrees that the grant of an Option is voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options, even if Options have been granted in the past.

(i) Participant agrees that all decisions regarding future Awards, if any, will be at the sole discretion of the Company.

(j) Participant agrees that he or she is voluntarily participating in the Plan.

(k) Participant agrees that the Option and any Shares acquired under the Plan are not intended to replace any pension rights or compensation.

(l) Participant agrees that the Option and Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for any purpose, including for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, holiday pay, long-service awards, pension or retirement or welfare benefits or similar payments.

(m) Participant agrees that the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty.

(n) Participant understands that if the underlying Shares do not increase in value, the Option will have no intrinsic monetary value.

(o) Participant understands that if the Option is exercised, the value of Shares received on exercise may increase or decrease in value, even below the Exercise Price.

(p) Participant agrees that, for purposes of the Option, Participant's engagement as a Service Provider will be considered terminated as of the Termination of Status Date (regardless of the reason for such termination and whether or not the termination is later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's engagement agreement, if any), and unless otherwise expressly provided in this Agreement or determined by the Administrator.

(q) Participant agrees that any right to vest in the Option under the Plan, if any, will terminate as of the Termination of Status Date and will not be extended by any notice period (*e.g.* , Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws (including common law, if applicable) in the jurisdiction where Participant is a Service Provider or by Participant's engagement agreement or employment agreement, if any, unless Participant is providing bona fide services during such time).

(r) Participant agrees that the period (if any) during which Participant may exercise the vested portion of the Option after a termination of Participant's engagement as a Service Provider will start on the date Participant ceases to actively provide services and will not be extended by any notice period mandated under employment laws in the jurisdiction where Participant is employed or terms of Participant's engagement agreement, if any.

(s) Participant agrees that the Administrator has the exclusive discretion to determine when Participant is no longer actively providing services for purposes of his or her Option grant (including whether Participant may still be considered to be providing services while on a leave of absence).

(t) Participant agrees that none of the Company and any member of the Company Group will be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the exercise of the Option or the subsequent sale of any Shares acquired upon exercise.

(u) Participant has read and agrees to the Data Privacy Provisions of Section 12 of this Agreement.

(v) Participant agrees that no claim or entitlement to compensation or damages shall arise from forfeiture of the unvested Shares subject to the Option resulting from the termination of Participant's status as a Service Provider (for any reason whatsoever whether or not later found to be invalid or in breach of employment laws in the jurisdiction where Participant is a Service Provider or the terms of Participant's service agreement, if any), and in consideration of the grant of the Option to which Participant is otherwise not entitled, Participant irrevocably agrees never to institute any claim against the Company or any member of the Company Group, waives his or her ability, if any, to bring any such claim, and releases the Company and all members of the Company Group from any such claim; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, then, by participating in the Plan, Participant shall be deemed irrevocably to have agreed not to pursue such claim and agrees to execute any and all documents necessary to request dismissal or withdrawal of such claim.

12. Data Privacy.

(a) Participant voluntarily consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Agreement and any other Award materials (" **Data** ") by and among, as applicable, the Employer, the Company and any member of the Company Group for the exclusive purpose of implementing, administering and managing Participant's participation in the Plan.

(b) Participant understands that the Company and the Employer may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Plan.

(c) Participant understands that Data will be transferred to one or more a stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration and management of the Plan. Participant understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different data privacy laws and protections than Participant's country. Participant understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting his or her local human resources representative. Participant authorizes the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing Participant's participation in the Plan.

(d) Participant understands that Data will be held only as long as is necessary to implement, administer and manage Participant's participation in the Plan. Participant understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by Applicable Laws he or she may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting this Option, in any case without cost, by contacting in writing his or her local human resources representative. Further, Participant understands that he or she is providing these consents on a purely voluntary basis. If Participant does not consent, or if Participant later seeks to revoke his or her consent, his or her engagement as a Service Provider with the Employer will not be adversely affected; the only consequence of refusing or withdrawing Participant's consent is that the Company will not be able to grant Participant awards under the Plan or administer or maintain awards. Therefore, Participant understands that refusing or withdrawing his or her consent may affect Participant's ability to participate in the Plan (including the right to receive or retain the Option Grant). Participant understands that he or she may contact his or her local human resources representative for more information on the consequences of Participant's refusal to consent or withdrawal of consent.

13. Miscellaneous

(a) **Address for Notices** . Any notice to be given to the Company under the terms of this Agreement must be addressed to the Company at GoDaddy Inc., 14455 N. Hayden Road, Scottsdale, Arizona 85260 until the Company designates another address in writing.

(b) **Non-Transferability of Option** . This Option may not be transferred other than by will or the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant or Participant's representative following a Disability.

(c) **Binding Agreement** . If the Option is transferred, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties to this Agreement.

(d) **Additional Conditions to Issuance of Stock** . If the Company determines that the listing, registration, qualification or rule compliance of the Shares upon any securities exchange or under any state, federal or foreign law, the tax code and related regulations or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the purchase by, or issuance of Shares to, Participant (or his or her estate) under the Option, no purchase or issuance will occur until such condition has been satisfied in a manner acceptable to the Company. The Company will try to meet the requirements of any such state, federal or foreign law or securities exchange and to obtain any such consent or approval of any such governmental authority or securities exchange.

(e) **Captions** . Captions provided in this Agreement are for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

(f) **Agreement Severable** . If any provision of this Agreement is held invalid or unenforceable, that provision will be severed from the remaining provisions of this Agreement and the invalidity or unenforceability will have no effect on the remainder of the Agreement.

(g) **Non-U.S. Appendix** . The Option is subject to any special terms and conditions set forth in any "Appendix". If Participant relocates to a country included in the Appendix, the special terms and conditions for that country will apply to Participant to the extent the Company determines that applying such terms and conditions is necessary or advisable for legal or administrative reasons.

(h) **Choice of Law; Choice of Forum** . The Plan, all Awards and all determinations made and actions taken under the Plan, to the extent not otherwise governed by the laws of the United States, will be governed by the laws of the State of Delaware without giving effect to principles of conflicts of law. For purposes of litigating any dispute that arises under this Plan, a Participant's acceptance of an Award is his or her consent to the jurisdiction of the State of Delaware, and agree that any such litigation will be conducted in Delaware Court of Chancery, or the federal courts for the United States for the District of Delaware, and no other courts, regardless of where a Participant's services are performed.

(i) **Modifications to the Agreement** . The Plan and this Agreement constitute the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Agreement, the Company reserves the right to revise the Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Code Section 409A in connection to this Stock Option Grant, or to comply with other Applicable Law.

(j) **Waiver** . Participant acknowledges that a waiver by the Company of breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision of this Agreement, or of any subsequent breach by Participant or any other participant in the Plan.

EXHIBIT B

APPENDIX TO STOCK OPTION AGREEMENT

Terms and Conditions

This Appendix to Stock Option Agreement (the “**Appendix**”) includes additional terms and conditions that govern the Option granted to me under the Plan if I reside in one of the countries listed below on the Grant Date or I move to one of the listed countries. Capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Agreement.

Notifications

This Appendix may also include information regarding exchange controls and certain other issues of which you should be aware with respect to participation in the Plan. The information is based on the securities, exchange control, and other Applicable Laws in effect in the respective countries as of February 15, 2015. Such Applicable Laws are often complex and change frequently. As a result, the Company strongly recommends that you not rely on the information in this Appendix as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time you exercise the Option or sells Shares acquired under the Plan.

In addition, the information contained in this Appendix is general in nature and may not apply to your particular situation, and the Company is not in a position to assure you of a particular result. You are advised to seek appropriate professional advice as to how the Applicable Laws in your country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently working, and you transfer employment after the Option is granted, or you are considered a resident of another country for local law purposes, the information in this Appendix may not apply to you, and the Administrator will determine to what extent the terms and conditions in this Appendix apply.

BRAZIL

Terms and Conditions

Compliance with Law. By accepting the terms of the Agreement, I acknowledge and agree to comply with all applicable Brazilian laws and pay any and all Tax-Related Items associated with the purchase and the sale of Shares acquired under the Plan.

Notifications

Report of Overseas Assets. If you are resident or domiciled in Brazil, you will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US\$100,000. Assets and rights that must be reported include, but are not limited to, the Shares acquired under the Plan.

CANADA

Terms and Conditions

Labor Law Acknowledgement. In the event of the termination of my status as a Service Provider (for any reason

whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), my right to participate in the Plan and any Options granted to me under the Plan, if any, will terminate effective as of the date that is the earlier of: (i) my Termination of Status Date; (ii) the date that I receive written notice of termination of my status as a Service Provider from the Company or the Employer (regardless of any notice period or period of pay in lieu of such notice mandated under the employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any); or (iii) the date that I am no longer actively employed by the Company Group, with such date being determined by the Company in its sole discretion.

The following provisions will apply if you are a resident of Quebec:

Authorization to Release Necessary Personal Information. I hereby authorize the Company Group and its representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. I further authorize the Company Group and its designated Plan broker(s) to disclose and discuss the Plan with their advisors. I further authorize the Employer to record such information and to keep such information in my employee file.

English Language Provision. I hereby provide my consent to receive Plan information in English through my participation in the Plan. Specifically, I acknowledge as follows:

The parties acknowledge that it is their express wish that the Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Disposition relative à l'utilisation de la langue anglaise. Par la présente, je consens à recevoir les informations relatives au Plan en anglais par le biais de mon participation au Plan. Particulièrement, je reconnais comme suit:

Les parties reconnaissent avoir exigé la rédaction en anglais du Contrat, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.

CZECH REPUBLIC

Notifications

Securities Disclaimer. The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Czech Republic.

INDIA

Notifications

Exchange Control Information. Indian residents are required to repatriate any cash dividends paid on Shares acquired under the Plan and any proceeds from the sale of such Shares to India within 90 days of receipt. Upon repatriation, the individual will receive a foreign inward remittance certificate (“**FIRC**”) from the bank where he or she deposits the foreign currency and he or she should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is your responsibility to comply with applicable exchange control laws in India.

Tax Reporting Obligation. Indian residents are required to declare the following items in their annual tax return: (i) any foreign assets held by them (including Shares acquired under the Plan), and (ii) any foreign bank accounts for which they have signing authority. It is your responsibility to comply with applicable foreign asset tax laws in India and you should consult with your personal tax advisor to ensure that you are properly reporting your foreign assets and bank accounts.

ISRAEL

Notifications

Securities Notification. The grant of the Options under the Plan is exempt from securities reporting and disclosure requirements with the Israel Securities Authority.

Tax Notification. The Option is not intended to qualify for tax qualified treatment in Israel, including without limitation, under Section 102 of the Israeli Ordinance and Income Tax Rules (Tax Benefits in Share Issuance to Employees) 5763-2003.

MEXICO

Notifications

Further Employment and Labor Law Acknowledgments. Through the Agreement, you acknowledge that as an employee of a Mexican company you are entitled to participate in the Plan, therefore you have the entire right to participate or not.

You accept and acknowledge that your sole and exclusive Employer is the Company's Mexican affiliate, therefore, any and all provisions in the Agreement establishing or making reference to the Employer, employment, employment agreement or employment relationship, means and refers exclusively to the Company's Mexican affiliate, as your Employer.

NETHERLANDS

Notifications

You should be aware of the Dutch insider trading rules, which may affect the sale of Shares acquired under the Plan. In particular, you may be prohibited from effecting certain share transactions if you have insider information regarding the Company. Below is a discussion of the applicable restrictions. You are advised to read the discussion carefully to determine whether the insider rules could apply to you. If it is uncertain whether the insider rules apply, the Company recommends that you consult with a legal advisor. The Company cannot be held liable if you violate the Dutch insider trading rules. You are responsible for ensuring your compliance with these rules.

Prohibition Against Insider Trading. Dutch securities laws prohibit insider trading. The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht or Wft*) and in section 2 of the Market Abuse Decree (*Besluit marktmisbruik Wft*). For further information you are referred to the website of the Authority for the Financial Markets (*AFM*); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx>.

Given the broad scope of the definition of inside information, certain employees of the Company working at its Dutch affiliate may have inside information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such inside information. By entering into the Agreement and participating in the Plan, you acknowledge having read and understood the notification above and acknowledge that it is your responsibility to comply with the Dutch insider trading rules, as discussed herein.

Securities Disclaimer. Participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Netherlands.

SINGAPORE

Notifications

Securities Law Information. The grant of Options under the Plan is being made pursuant to the “ **Qualifying Person** ” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“ **SFA** ”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Further, the Options granted under the Plan are subject to section 257 of the SFA and you are not permitted to sell, or offer to sell, any Shares in Singapore unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Director Notification Obligation. Directors, associate directors or shadow directors of a Singapore Parent, Subsidiary or affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify such entity in writing within two business days of any of the following events: (i) the acquisition or disposal of an interest (e.g., Options granted under the Plan or Shares) in the Company or any Parent, Subsidiary or affiliate, (ii) any change in previously-disclosed interests (e.g., upon exercise of Options granted under the Plan), or (iii) becoming a director, associate director or shadow director of a Parent, Subsidiary or affiliate in Singapore, if the individual holds such an interest at that time.

Insider Trading Notification. You should be aware of the Singapore insider-trading rules as these rules may impact your ability to acquire or dispose of Shares or rights to acquire Shares (e.g., Options granted under the Plan). Under the Singapore insider-trading rules, you are prohibited from selling Shares when you are in possession of information concerning the Company which is not generally available and which you know or should know will have a material effect on the price of such Shares once such information is generally available.

UNITED KINGDOM

Terms and Conditions

Tax Obligations. The following provision supplements Section 8 of the Agreement:

Tax-Related Items shall include primary and to the extent legally possible secondary class 1 National Insurance Contributions (“ **NICs** ”).

I agree that the Company or the Employer may calculate the Tax-Related Items to be withheld and accounted for by reference to the maximum applicable rates, without prejudice to any right I may have to recover any overpayment from relevant UK tax authorities. If payment or withholding of any income tax liability arising in connection with my participation in the Plan is not made by me to the Employer within ninety (90) days of the event giving rise to such income tax liability or such other period specified in Section 222(1)(c) of the UK Income Tax (Earnings and Pensions) Act 2003 (the “ **Due Date** ”), I understand and agree that the amount of any uncollected income tax will constitute a loan owed by me to the Employer, effective on the Due Date. I understand and agree that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue and Customs, it will be immediately due and repayable by me, and the Company and/or the Employer may recover it at any time thereafter by any of the means referred to in the Plan and/or this Agreement. Notwithstanding the foregoing, I understand and agree that if I am a director or an executive officer of the Company (within the meaning of such terms for purposes of Section 13(k) of the Exchange Act), I will not be eligible for such a loan to cover the income tax liability. In the event that I am a director or executive officer and the income tax is not collected from or paid by me by the Due Date, I understand that the amount of any uncollected income tax will constitute an additional benefit to me on which additional income tax and NICs will be payable. I understand and agree that I be responsible for reporting and paying any income tax due on this additional benefit directly to Her Majesty’s Revenue and Customs under the self-assessment regime and for reimbursing the Company or the Employer (as appropriate) for the value of any primary and (to the extent legally possible) secondary class 1 NICs due on this additional benefit which the Company or the Employer may recover from you by any of the means referred to in the Plan and/or the Agreement.

Notification

Securities Disclaimer. Neither the Agreement nor the Appendix is an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 (“**FSMA**”) and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan is exclusively available in the UK to bona fide employees and former employees and any other UK Subsidiary.

EXHIBIT C

**GODADDY INC.
2015 EQUITY INCENTIVE PLAN
EXERCISE NOTICE**

GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, Arizona 85260

Attention: Stock Administration

Purchaser Name:	
Stock Option Grant Date:	
Exercise Date:	
Number of Shares Exercised:	
Per Share Exercise Price:	
Total Exercise Price:	
Exercise Price Payment Method:	
Tax-Related Items Payment Method:	

The information in the table above is incorporated in this Exercise Notice.

1. **Exercise of Option** . Effective as the Exercise Date, I elect to purchase Number of Shares Exercised (“ **Exercised Shares** ”) under the referenced Stock Option Agreement (the “ **Agreement** ”) for the Total Exercise Price.

2. **Delivery of Payment** . With this Exercise Notice, I am delivering the Total Exercise Price and any required Tax-Related Items to be paid in connection with purchase of the Exercised Shares. I am paying my total purchase price by Purchase Price Payment Method and the Tax-Related Items by Tax-Related Items Payment Method.

3. **Representations of Purchaser** . I acknowledge

(a) I have received, read and understood the Plan and the Agreement and agree to be bound by their terms and conditions.

(b) The exercise will not be completed until this Exercise Notice, Total Exercise Price, and all Tax-Related Payments are received by the Company.

(c) I have no rights as a stockholder of the Company, including as to voting Shares and the receipt of dividends and distributions on such Shares until the Shares have been issued and recorded on the records of the Company or its transfer agents or registrars.

(d) That no adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance, except as provided in Section 13 of the Plan.

(e) There may be adverse tax consequences to exercising the Option and I am not relying on the Company for tax advice but have had an opportunity to obtain the advice of personal tax, legal and financial advisors prior to exercising.

(f) The modification and choice of law provisions of the Agreement also govern this Exercise Notice.

4. Entire Agreement; Governing Law . The Plan and Agreement are incorporated by reference. This Exercise Notice, the Plan and the Agreement are the entire agreement of the parties with respect to the Options and this exercise and supersede in their entirety all prior undertakings and agreements of the Company and Purchaser with respect to their subject matter.

Submitted by:

PURCHASER

Signature

Address: _____

GO DADDY INC.

2015 EMPLOYEE STOCK PURCHASE PLAN

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1. Purpose.

The purpose of the Plan is to provide employees of the Company and its Designated Companies with an opportunity to purchase Common Stock through accumulated Contributions. The Company's intends for the Plan to have two components: a Code Section 423 Component ("423 Component") and a non-Code Section 423 Component ("Non-423 Component"). The Company's intends to have 423 Component of the Plan qualify as an "employee stock purchase plan" under Section 423 of the Code. The provisions of the 423 Component, accordingly, will be construed so as to extend and limit Plan participation in a uniform and nondiscriminatory basis consistent with the requirements of Section 423 of the Code. In addition, this Plan authorizes the grant of an option to purchase shares of Common Stock under the Non-423 Component that does not qualify as an "employee stock purchase plan" under Section 423 of the Code; such an option will be granted pursuant to rules, procedures or sub-plans adopted by the Administrator designed to achieve tax, foreign exchange or securities laws or other objectives for Eligible Employees and the Company. Except as otherwise provided herein, the Non-423 Component will operate and be administered in the same manner as the 423 Component.

2. Eligibility.

(a) First Offering Period. Any individual who is an Eligible Employee immediately prior to the first Offering Period will be automatically enrolled in the first Offering Period.

(b) Subsequent Offering Periods. Any Eligible Employee on a given Enrollment Date subsequent to the first Offering Period will be eligible to participate in the Plan, subject to the requirements of Section

(c) Non-U.S. Employees. Eligible Employees who are citizens or residents of a non-U.S. jurisdiction (without regard to whether they also are citizens or residents of the United States or resident aliens (within the meaning of Section 7701(b)(1)(A) of the Code)) may be excluded from participation in the Plan or an Offering if the participation of such Eligible Employees is prohibited under the laws of the applicable jurisdiction or if complying with the laws of the applicable jurisdiction would cause the Plan or an Offering to violate Section 423 of the Code. In the case of the Non-423 Component, an Eligible Employee also may be excluded from participation in the Plan or an Offering if the Administrator determines in its discretion that participation of such Eligible Employee is not advisable or practicable.

(d) Limitations. Any provisions of the Plan to the contrary notwithstanding, no Eligible Employee will be granted an option under the Plan (i) to the extent that, immediately after the grant, such Eligible Employee (or any other person whose stock would be attributed to such Eligible Employee pursuant to Section 424(d) of the Code) would own capital stock of the Company or any Parent or Subsidiary of the Company and/or hold outstanding options to purchase such stock possessing 5% or more of the total combined voting power or value of all classes of the capital stock of the Company or of any Parent or Subsidiary of the Company, or (ii) to the extent that his or her rights to purchase stock under all employee stock purchase plans (as defined in Section 423 of the Code) of the Company or any Parent or

Subsidiary of the Company accrues at a rate, which exceeds \$25,000 worth of stock (determined at the Fair Market Value of the stock at the time such option is granted) for each calendar year in which such option is outstanding at any time, as determined in accordance with Section 423 of the Code and the regulations thereunder.

3. Offering Periods.

The Plan will be implemented by consecutive Offering Periods with a new Offering Period commencing on the first Trading Day on or after May 15 and November 15 each year, or on such other date as the Administrator will determine; provided, however, that the first Offering Period under the Plan will commence with the first Trading Day on or after the date upon which the Company's Registration Statement is declared effective by the U.S. Securities and Exchange Commission and end on the first Trading Day on or after November 15, 2015, and provided, further, that the second Offering Period under the Plan will commence on the first Trading Day on or after November 15, 2015. The Administrator will have the power to change the duration of Offering Periods (including the commencement dates thereof) with respect to future Offerings without stockholder approval if such change is announced prior to the scheduled beginning of the first Offering Period to be affected thereafter; provided, however, that no Offering Period may last more than 27 months.

4. Participation.

(a) First Offering Period. An Eligible Employee will be entitled to continue to participate in the first Offering Period pursuant to Section 2 (a) only if such individual submits a subscription agreement authorizing Contributions in a form determined by the Administrator (which may be similar to the form attached hereto as Exhibit A) to the Company's designated plan administrator (i) no earlier than the effective date of the Form S-8 registration statement with respect to the issuance of Common Stock under this Plan and (ii) no later than 10 business days following the effective date of such S-8 registration statement or such other period of time as the Administrator may determine (the "Enrollment Window"). An Eligible Employee's failure to submit the subscription agreement during the Enrollment Window will result in the automatic termination of such individual's participation in the first Offering Period.

(b) Subsequent Offering Periods. An Eligible Employee may participate in the Plan pursuant to Section 2(b) by (i) submitting to the Company's stock administration office (or its designee), on or before a date determined by the Administrator prior to an applicable Enrollment Date, a properly completed subscription agreement authorizing Contributions in the form provided by the Administrator for such purpose, or (ii) following an electronic or other enrollment procedure determined by the Administrator.

5. Contributions.

(a) At the time a Participant enrolls in the Plan pursuant to Section 4, he or she will elect to have Contributions (in the form of payroll deductions or otherwise, to the extent permitted by the

Administrator) made on each pay day during the Offering Period in an amount not exceeding 15% of the Compensation, which he or she receives on each pay day during the Offering Period (for illustrative purposes, should a pay day occur on an Exercise Date, a Participant will have any payroll deductions made on such day applied to his or her account under the then-current Purchase Period or Offering Period). The Administrator, in its sole discretion, may permit all Participants in a specified Offering to contribute amounts to the Plan through payment by cash, check, wire transfer or other means set forth in the subscription agreement or approved in writing by the Administrator prior to each Exercise Date of each Purchase Period. A Participant's subscription agreement will remain in effect for successive Offering Periods unless terminated as provided in Section 9 hereof.

(b) In the event Contributions are made in the form of payroll deductions, such payroll deductions for a Participant will commence on the first pay day following the Enrollment Date and will end on the last pay day prior to the Exercise Date of such Offering Period to which such authorization is applicable, unless sooner terminated by the Participant as provided in Section 9 hereof; provided, however, that for the first Offering Period, payroll deductions will commence on the first pay day on or following the end of the Enrollment Window.

(c) All Contributions made for a Participant will be credited to his or her account under the Plan and Contributions will be made in whole percentages only. A Participant may not make any additional payments into such account.

(d) A Participant may discontinue his or her participation in the Plan as provided in Section 9. Except as may be permitted by the Administrator, as determined in its sole discretion, a Participant may not change the rate of his or her Contributions during an Offering Period.

(e) Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 3(d), a Participant's Contributions may be decreased to 0% at any time during a Purchase Period. Subject to Section 423(b)(8) of the Code and Section 3(b) hereof, Contributions will recommence at the rate originally elected by the Participant effective as of the beginning of the first Purchase Period scheduled to end in the following calendar year, unless terminated by the Participant as provided in Section 9.

(f) Notwithstanding any provisions to the contrary in the Plan, the Administrator may allow Eligible Employees to participate in the Plan via cash contributions or other methods instead of payroll deductions if (i) payroll deductions are not permitted under applicable local law, (ii) the Administrator determines that cash contributions are permissible under Section 423 of the Code or (iii) for Participants participating in the Non-423 Component.

(g) At the time the option is exercised, in whole or in part, or at the time some or all of the Common Stock issued under the Plan is disposed of (or any other time that a taxable event related to the Plan occurs), the Participant must make adequate provision for the Company's or Employer's federal, state, local or any other tax liability payable to any authority including taxes imposed by

jurisdictions outside of the U.S., national insurance, social security or other tax withholding obligations, if any, which arise upon the exercise of the option or the disposition of the Common Stock (or any other time that a taxable event related to the Plan occurs). At any time, the Company or the Employer may, but will not be obligated to, withhold from the Participant's compensation the amount necessary for the Company or the Employer to meet applicable withholding obligations, including any withholding required to make available to the Company or the Employer any tax deductions or benefits attributable to sale or early disposition of Common Stock by the Eligible Employee. In addition, the Company or the Employer may, but will not be obligated to, withhold from the proceeds of the sale of Common Stock or any other method of withholding the Company or the Employer deems appropriate to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f).

6. Grant of Option.

On the Enrollment Date of each Offering Period, each Eligible Employee participating in such Offering Period will be granted an option to purchase on each Exercise Date during such Offering Period (at the applicable Purchase Price) up to a number of shares of Common Stock determined by dividing such Eligible Employee's Contributions accumulated prior to such Exercise Date and retained in the Eligible Employee's account as of the Exercise Date by the applicable Purchase Price; provided that in no event will an Eligible Employee be permitted to purchase under the Plan during each calendar year more than 3,000 (pre-split)/1,500 (post-split) shares of Common Stock (subject to any adjustment pursuant to Section 18) and provided further that such purchase will be subject to the limitations set forth in Sections 2(c) and 12. The Eligible Employee may accept the grant of such option (i) with respect to the first Offering Period by submitting a properly completed subscription agreement in accordance with the requirements of Section 4 on or before the last day of the Enrollment Window, and (ii) with respect to any subsequent Offering Period under the Plan, by electing to participate in the Plan in accordance with the requirements of Section 4. The Administrator may, for future Offering Periods, increase or decrease, in its absolute discretion, the maximum number of shares of Common Stock that an Eligible Employee may purchase during each Purchase Period of an Offering Period. Exercise of the option will occur as provided in Section 8, unless the Participant has withdrawn pursuant to Section 9. The option will expire on the last day of the Offering Period.

7. Exercise of Option.

(a) Unless a Participant withdraws from the Plan as provided in Section 9, his or her option for the purchase of shares of Common Stock will be exercised automatically on the Exercise Date, and the maximum number of full shares subject to the option will be purchased for such Participant at the applicable Purchase Price with the accumulated Contributions from his or her account. No fractional shares of Common Stock will be purchased; any Contributions accumulated in a Participant's account, which are not sufficient to purchase a full share will be retained in the Participant's account for the subsequent Purchase Period or Offering Period, subject to earlier withdrawal by the Participant as provided in Section 9. Any other funds left over in a Participant's account after the Exercise Date will be returned to the Participant. During a Participant's lifetime, a Participant's option to purchase shares hereunder is exercisable only by him or her.

(b) If the Administrator determines that, on a given Exercise Date, the number of shares of Common Stock with respect to which options are to be exercised may exceed (i) the number of shares of Common Stock that were available for sale under the Plan on the Enrollment Date of the applicable Offering Period, or (ii) the number of shares of Common Stock available for sale under the Plan on such Exercise Date, or (iii) 2,000,000 (pre-split)/1,000,000 (post-split) shares of Common Stock during any calendar year, the Administrator may in its sole discretion (x) provide that the Company will make a pro rata allocation of the shares of Common Stock available for purchase on such Enrollment Date or Exercise Date, as applicable, in as uniform a manner as will be practicable and as it will determine in its sole discretion to be equitable among all Participants exercising options to purchase Common Stock on such Exercise Date, and continue all Offering Periods then in effect or (y) provide that the Company will make a pro rata allocation of the shares available for purchase on such Enrollment Date or Exercise Date, as applicable, in as uniform a manner as will be practicable and as it will determine in its sole discretion to be equitable among all participants exercising options to purchase Common Stock on such Exercise Date, and terminate any or all Offering Periods then in effect pursuant to Section 19. The Company may make a pro rata allocation of the shares available on the Enrollment Date of any applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional shares for issuance under the Plan by the Company's stockholders subsequent to such Enrollment Date.

8. Delivery.

As soon as reasonably practicable after each Exercise Date on which a purchase of shares of Common Stock occurs, the Company will arrange the delivery to each Participant of the shares purchased upon exercise of his or her option in a form determined by the Administrator (in its sole discretion) and pursuant to rules established by the Administrator. The Company may permit or require that shares be deposited directly with a broker designated by the Company or to a designated agent of the Company, and the Company may utilize electronic or automated methods of share transfer. The Company may require that shares be retained with such broker or agent for a designated period of time and/or may establish other procedures to permit tracking of disqualifying dispositions of such shares. No Participant will have any voting, dividend, or other stockholder rights with respect to shares of Common Stock subject to any option granted under the Plan until such shares have been purchased and delivered to the Participant as provided in this Section 8.

9. Withdrawal.

(a) A Participant may withdraw all but not less than all the Contributions credited to his or her account and not yet used to exercise his or her option under the Plan at any time by (i) submitting to the Company's stock administration office (or its designee) a written notice of withdrawal in the form determined by the Administrator for such purpose (which may be similar to the form attached hereto as

Exhibit B), or (ii) following an electronic or other withdrawal procedure determined by the Administrator. All of the Participant's Contributions credited to his or her account will be paid to such Participant promptly after receipt of notice of withdrawal and such Participant's option for the Offering Period will be automatically terminated, and no further Contributions for the purchase of shares will be made for such Offering Period. If a Participant withdraws from an Offering Period, Contributions will not resume at the beginning of the succeeding Offering Period, unless the Participant re-enrolls in the Plan in accordance with the provisions of Section 4.

(b) A Participant's withdrawal from an Offering Period will not have any effect upon his or her eligibility to participate in any similar plan that may hereafter be adopted by the Company or in succeeding Offering Periods that commence after the termination of the Offering Period from which the Participant withdraws.

10. Termination of Employment.

Upon a Participant's ceasing to be an Eligible Employee, for any reason, he or she will be deemed to have elected to withdraw from the Plan and the Contributions credited to such Participant's account during the Offering Period but not yet used to purchase shares of Common Stock under the Plan will be returned to such Participant or, in the case of his or her death, to the person or persons entitled thereto under Section 14, and such Participant's option will be automatically terminated. Unless determined otherwise by the Administrator in a manner that, with respect to an Offering under the 423 Component, is permitted by, and compliant with, Section 423 of the Code, a Participant whose employment transfers between entities through a termination with an immediate rehire (with no break in service) by the Company or a Designated Company shall not be treated as terminated under the Plan; however, no Participant shall be deemed to switch from an Offering under the Non-423 Component to an Offering under the 423 Component or vice versa unless (and then only to the extent) such switch would not cause the 423 Component or any Option thereunder to fail to comply with Section 423 of the Code.

11. Interest.

No interest will accrue on the Contributions of a participant in the Plan, except as may be required by Applicable Law, as determined by the Company, and if so required by the laws of a particular jurisdiction, shall, with respect to Offerings under the 423 Component, apply to all Participants in the relevant Offering, except to the extent otherwise permitted by U.S. Treasury Regulation Section 1.423-2(f).

12. Stock.

(a) Subject to adjustment upon changes in capitalization of the Company as provided in Section 18 hereof, the maximum number of shares of Common Stock that will be made available for sale under the Plan will be 4,000,000 (pre-split)/2,000,000 (post-split) shares of Common Stock. The number of shares

of Common Stock available for issuance under the Plan will be increased on the first day of each Fiscal Year beginning with the 2016 Fiscal Year equal to the least of (i) 2,000,000 (pre-split)/1,000,000 (post-split) shares of Common Stock, (ii) 1% of the outstanding shares of all classes of the Company's common stock on the last day of the immediately preceding Fiscal Year, or (iii) an amount determined by the Administrator.

(b) Until the shares of Common Stock are issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), a Participant will only have the rights of an unsecured creditor with respect to such shares, and no right to vote or receive dividends or any other rights as a stockholder will exist with respect to such shares.

(c) Shares of Common Stock to be delivered to a Participant under the Plan will be registered in the name of the Participant or in the name of the Participant and his or her spouse.

13. Administration.

The Plan will be administered by the Board or a Committee appointed by the Board, which Committee will be constituted to comply with Applicable Laws. The Administrator will have full and exclusive discretionary authority to construe, interpret and apply the terms of the Plan, to designate separate Offerings under the Plan, to designate Subsidiaries and Affiliates as participating in the 423 Component or Non-423 Component, to determine eligibility, to adjudicate all disputed claims filed under the Plan and to establish such procedures that it deems necessary for the administration of the Plan (including, without limitation, to adopt such procedures and sub-plans as are necessary or appropriate to permit the participation in the Plan by employees who are foreign nationals or employed outside the U.S., the terms of which sub-plans may take precedence over other provisions of this Plan, with the exception of Section 12(a) hereof, but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan shall govern the operation of such sub-plan). Unless otherwise determined by the Administrator, the employees eligible to participate in each sub-plan will participate in a separate Offering and will be in the Non-423 Component, unless such designation would cause the 423 Component to violate the requirements of Section 423 of the Code. Without limiting the generality of the foregoing, the Administrator is specifically authorized to adopt rules and procedures regarding eligibility to participate, the definition of Compensation, handling of Contributions, making of Contributions to the Plan (including, without limitation, in forms other than payroll deductions), establishment of bank or trust accounts to hold Contributions, payment of interest, conversion of local currency, obligations to pay payroll tax, determination of beneficiary designation requirements, withholding procedures and handling of stock certificates that vary with applicable local requirements. The Administrator also is authorized to determine that, to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f), the terms of an option granted under the Plan or an Offering to citizens or residents of a non-U.S. jurisdiction will be less favorable than the terms of options granted under the Plan or the same Offering to employees resident solely in the U.S. Every finding, decision and determination made by the Administrator will, to the full extent permitted by law, be final and binding upon all parties.

14. Designation of Beneficiary.

(a) If permitted by the Administrator, a Participant may file a designation of a beneficiary who is to receive any shares of Common Stock and cash, if any, from the Participant's account under the Plan in the event of such Participant's death subsequent to an Exercise Date on which the option is exercised but prior to delivery to such Participant of such shares and cash. In addition, if permitted by the Administrator, a Participant may file a designation of a beneficiary who is to receive any cash from the Participant's account under the Plan in the event of such Participant's death prior to exercise of the option. If a Participant is married and the designated beneficiary is not the spouse, spousal consent will be required for such designation to be effective.

(b) Such designation of beneficiary may be changed by the Participant at any time by notice in a form determined by the Administrator. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant's death, the Company will deliver such shares and/or cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such shares and/or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

(c) All beneficiary designations will be in such form and manner as the Administrator may designate from time to time. Notwithstanding Sections 14(a) and (b) above, the Company and/or the Administrator may decide not to permit such designations by Participants in non-U.S. jurisdictions to the extent permitted by U.S. Treasury Regulation Section 1.423-2(f).

15. Transferability.

Neither Contributions credited to a Participant's account nor any rights with regard to the exercise of an option or to receive shares of Common Stock under the Plan may be assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution or as provided in Section 14 hereof) by the Participant. Any such attempt at assignment, transfer, pledge or other disposition will be without effect, except that the Company may treat such act as an election to withdraw funds from an Offering Period in accordance with Section 9 hereof.

16. Use of Funds.

The Company may use all Contributions received or held by it under the Plan for any corporate purpose, and the Company will not be obligated to segregate such Contributions except under Offerings or for Participants in the Non-423 Component for which Applicable Laws require that Contributions to the Plan by Participants be segregated from the Company's or the Employer's general corporate funds and/or deposited with an independent third party. Until shares of Common Stock are issued, Participants will only have the rights of an unsecured creditor with respect to such shares.

17. Reports.

Individual accounts will be maintained for each Participant in the Plan. Statements of account will be given to participating Eligible Employees at least annually, which statements will set forth the amounts of Contributions, the Purchase Price, the number of shares of Common Stock purchased and the remaining cash balance, if any.

18. Adjustments, Dissolution, Liquidation, Merger or Change in Control.

(a) Adjustments. In the event that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Common Stock or other securities of the Company, or other change in the corporate structure of the Company affecting the Common Stock occurs, the Administrator, in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, will, in such manner as it may deem equitable, adjust the number and class of Common Stock that may be delivered under the Plan, the Purchase Price per share and the number of shares of Common Stock covered by each option under the Plan that has not yet been exercised, and the numerical limits of Sections 6 and 12.

(b) Dissolution or Liquidation. In the event of the proposed dissolution or liquidation of the Company, any Offering Period then in progress will be shortened by setting a New Exercise Date, and will terminate immediately prior to the consummation of such proposed dissolution or liquidation, unless provided otherwise by the Administrator. The New Exercise Date will be before the date of the Company's proposed dissolution or liquidation. The Administrator will notify each Participant in writing or electronically, prior to the New Exercise Date, that the Exercise Date for the Participant's option has been changed to the New Exercise Date and that the Participant's option will be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 9 hereof.

(c) Merger or Change in Control. In the event of a merger or Change in Control, each outstanding option will be assumed or an equivalent option substituted by the successor corporation or a Parent or Subsidiary of the successor corporation. In the event that the successor corporation refuses to assume or substitute for the option, the Offering Period with respect to which such option relates will be shortened by setting a New Exercise Date on which such Offering Period shall end. The New Exercise Date will occur before the date of the Company's proposed merger or Change in Control. The Administrator will notify each Participant in writing or electronically prior to the New Exercise Date, that the Exercise Date for the Participant's option has been changed to the New Exercise Date and that the Participant's option will be exercised automatically on the New Exercise Date, unless prior to such date the Participant has withdrawn from the Offering Period as provided in Section 9 hereof.

19. Amendment or Termination.

(a) The Administrator, in its sole discretion, may amend, suspend, or terminate the Plan, or any part thereof, at any time and for any reason. If the Plan is terminated, the Administrator, in its discretion, may elect to terminate all outstanding Offering Periods either immediately or upon completion of the purchase of shares of Common Stock on the next Exercise Date (which may be sooner than originally scheduled, if determined by the Administrator in its discretion), or may elect to permit Offering Periods to expire in accordance with their terms (and subject to any adjustment pursuant to Section 18). If the Offering Periods are terminated prior to expiration, all amounts then credited to Participants' accounts that have not been used to purchase shares of Common Stock will be returned to the Participants (without interest thereon, except as otherwise required under Applicable Laws, as further set forth in Section 11 hereof) as soon as administratively practicable.

(b) Without stockholder consent and without limiting Section 19(a), the Administrator will be entitled to change the Offering Periods or Purchase Periods, designate separate Offerings, limit the frequency and/or number of changes in the amount withheld during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit Contributions in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of properly completed Contribution elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with Contribution amounts, and establish such other limitations or procedures as the Administrator determines in its sole discretion advisable that are consistent with the Plan.

(c) In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify, amend or terminate the Plan to reduce or eliminate such accounting consequence including, but not limited to:

- (i) amending the Plan to conform with the safe harbor definition under the Financial Accounting Standards Board Accounting Standards Codification Topic 718 (or any successor thereto), including with respect to an Offering Period underway at the time;
- (ii) altering the Purchase Price for any Offering Period or Purchase Period including an Offering Period or Purchase Period underway at the time of the change in Purchase Price;
- (iii) shortening any Offering Period or Purchase Period by setting a New Exercise Date, including an Offering Period or Purchase Period underway at the time of the Administrator action;

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- (iv) reducing the maximum percentage of Compensation a Participant may elect to set aside as Contributions; and
 - (v) reducing the maximum number of shares of Common Stock a Participant may purchase during any Offering Period or Purchase Period.

Such modifications or amendments will not require stockholder approval or the consent of any Plan Participants.

20. Notices.

All notices or other communications by a Participant to the Company under or in connection with the Plan will be deemed to have been duly given when received in the form and manner specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

21. Conditions Upon Issuance of Shares .

Shares of Common Stock will not be issued with respect to an option unless the exercise of such option and the issuance and delivery of such shares pursuant thereto will comply with all applicable provisions of law, domestic or foreign, including, without limitation, the Securities Act of 1933, as amended, the Exchange Act, the rules and regulations promulgated thereunder, and the requirements of any stock exchange upon which the shares may then be listed, and will be further subject to the approval of counsel for the Company with respect to such compliance.

As a condition to the exercise of an option, the Company may require the person exercising such option to represent and warrant at the time of any such exercise that the shares are being purchased only for investment and without any present intention to sell or distribute such shares if, in the opinion of counsel for the Company, such a representation is required by any of the aforementioned applicable provisions of law.

22. Code Section 409A.

The 423 Component of the Plan is exempt from the application of Code Section 409A and any ambiguities herein will be interpreted to so be exempt from Code Section 409A. In furtherance of the foregoing and notwithstanding any provision in the Plan to the contrary, if the Administrator determines that an option granted under the Plan may be subject to Code Section 409A or that any provision in the Plan would cause an option under the Plan to be subject to Code Section 409A, the Administrator may amend the terms of the Plan and/or of an outstanding option granted under the Plan, or take such other action the Administrator determines is necessary or appropriate, in each case, without the Participant's consent, to exempt any outstanding option or future option that may be granted under the Plan from or to allow any such options to comply with Code Section 409A, but only to the extent any such amendments or action by the Administrator would not violate Code Section 409A. Notwithstanding the foregoing, the Company shall have no liability to a Participant or any other party if the option to

purchase Common Stock under the Plan that is intended to be exempt from or compliant with Code Section 409A is not so exempt or compliant or for any action taken by the Administrator with respect thereto. The Company makes no representation that the option to purchase Common Stock under the Plan is compliant with Code Section 409A.

23. Term of Plan.

The Plan will become effective upon the earlier to occur of its adoption by the Board or its approval by the stockholders of the Company. It will continue in effect for a term of 20 years, unless sooner terminated under Section 19.

24. Stockholder Approval.

The Plan will be subject to approval by the stockholders of the Company within 12 months after the date the Plan is adopted by the Board. Such stockholder approval will be obtained in the manner and to the degree required under Applicable Laws.

25. Governing Law.

The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware (except its choice-of-law provisions).

26. No Right to Employment.

Participation in the Plan by a Participant shall not be construed as giving a Participant the right to be retained as an employee of the Company or a Subsidiary or Affiliate, as applicable. Furthermore, the Company or a Subsidiary or Affiliate may dismiss a Participant from employment at any time, free from any liability or any claim under the Plan.

27. Severability.

If any provision of the Plan is or becomes or is deemed to be invalid, illegal, or unenforceable for any reason in any jurisdiction or as to any Participant, such invalidity, illegality or unenforceability shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as to such jurisdiction or Participant as if the invalid, illegal or unenforceable provision had not been included.

28. Compliance with Applicable Laws.

The terms of this Plan are intended to comply with all Applicable Laws and will be construed accordingly.

29. Definitions.

(a) “Administrator” means the Board or any Committee designated by the Board to administer the Plan pursuant to Section 13.

(b) “ Affiliate ” means any entity, other than a Subsidiary, in which the Company has an equity or other ownership interest.

(c) “ Applicable Laws ” means the requirements relating to the administration of equity-based awards and the related issuance of shares of Common Stock under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable securities and exchange control laws of any foreign country or jurisdiction where options are, or will be, granted under the Plan.

(d) “ Board ” means the Board of Directors of the Company.

(e) “ Change in Control ” means the occurrence of any of the following events:

(i) A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (“ Person ”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company; provided, however, that for purposes of this subsection, the acquisition of additional stock by any one Person, who is considered to own more than 50% of the total voting power of the stock of the Company will not be considered a Change in Control; or

(ii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any 12-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 this clause (ii), if any Person is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iii) A change in the ownership of a substantial portion of the Company’s assets which occurs on the date that any Person acquires (or has acquired during the 12-month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions; provided, however, that for purposes of this subsection, the following will not constitute a change in the ownership of a substantial portion of the Company’s assets: (A) a transfer to an entity that is controlled by the Company’s stockholders immediately after the transfer, or (B) a transfer of assets by the Company to: (1) a stockholder of the Company (immediately before the asset transfer) in exchange for or with respect to the Company’s stock, (2) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, (3) a Person, that owns, directly or indirectly, 50% or more of the total value or voting power of all the outstanding stock of the Company, or (4) an entity, at least 50% of the total value or voting power of which is owned, directly or indirectly, by a Person described in this subsection (iii)(B)(3). For purposes of this subsection, 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.

For purposes of this definition, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Code Section 409A, as it has been and may be amended from time to time, and any proposed or final U.S. Treasury Regulations and Internal Revenue Service guidance that has been promulgated or may be promulgated thereunder from time to time.

Further and for the avoidance of doubt, a transaction will not constitute a Change in Control if: (i) its sole purpose is to change the state of the Company's incorporation, or (ii) its sole purpose is to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transaction.

(f) "Code" means the U.S. Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code or U.S. Treasury Regulation thereunder will include such section or regulation, any valid regulation or other official applicable guidance promulgated under such section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such section or regulation.

(g) "Committee" means a committee of the Board appointed in accordance with Section 14 hereof.

(h) "Common Stock" means the Class A common stock of the Company.

(i) "Company" means Go Daddy Inc., a Delaware corporation, or any successor thereto.

(j) "Compensation" means an Eligible Employee's wages, salaries, fees for professional service and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Company or any Designated Company (including, but not limited to, bonuses, commissions payments, compensation for services on the basis of a percentage of profits, and tips) but exclusive of payments for equity compensation income and other similar compensation, employee expense reimbursements, payments or allowances, fringe benefit allowances subject to tax withholding under Code Section 3401(a), taxable prizes and awards, taxable fringe benefits, compensation received from unfunded nonqualified deferred compensation plans, severance payments, and tax gross-ups on all excluded compensation. The Administrator, in its discretion, may, on a uniform and nondiscriminatory basis, establish a different definition of Compensation for a subsequent Offering Period.

(k) “ Contributions ” means the payroll deductions and/or other additional payments that the Company may permit to be made by a Participant to fund the exercise of options granted pursuant to the Plan.

(l) “ Designated Company ” means any Subsidiary or Affiliate that has been designated by the Administrator from time to time in its sole discretion as eligible to participate in the Plan. For purposes of the 423 Component, only the Company and its Subsidiaries may be Designated Companies, provided, however that at any given time, a Subsidiary that is a Designated Company under the 423 Component shall not be a Designated Company under the Non-423 Component.

(m) “ Director ” means a member of the Board.

(n) “ Eligible Employee ” means any individual who is a common law employee providing services to the Company or a Designated Company and is customarily employed for at least 30 hours per week and more than 5 months in any calendar year by the Employer, or any lesser number of hours per week and/or number of months in any calendar year established by the Administrator (if required under applicable local law) for purposes of any separate Offering or for Eligible Employee participating in the Non-423 Component. For purposes of the Plan, the employment relationship will be treated as continuing intact while the individual is on sick leave or other leave of absence that the Employer approves or is legally protected under applicable local laws. Where the period of leave exceeds 3 months and the individual’s right to reemployment is not guaranteed either by statute or by contract, the employment relationship will be deemed to have terminated 3 months and 1 day following the commencement of such leave. The Administrator, in its discretion, from time to time may, prior to an Enrollment Date for all options to be granted on such Enrollment Date in an Offering, determine (for each Offering under the 423 Component, on a uniform and nondiscriminatory basis or as otherwise permitted by Treasury Regulation Section 1.423-2) that the definition of Eligible Employee will or will not include an individual if he or she: (i) has not completed at least 2 years of service since his or her last hire date (or such lesser period of time as may be determined by the Administrator in its discretion), (ii) customarily works not more than 30 hours per week (or such lesser period of time as may be determined by the Administrator in its discretion), (iii) customarily works not more than 5 months per calendar year (or such lesser period of time as may be determined by the Administrator in its discretion), (iv) is a highly compensated employee within the meaning of Section 414(q) of the Code, or (v) is a highly compensated employee within the meaning of Section 414(q) of the Code with compensation above a certain level or is an officer or subject to the disclosure requirements of Section 16(a) of the Exchange Act, provided the exclusion is applied with respect to each Offering under the 423 Component in an identical manner to all highly compensated individuals of the Employer whose employees are participating in that Offering. Each exclusion shall be applied with respect to an Offering under a 423 Component in a manner complying with U.S. Treasury Regulation Section 1.423-2(e)(2)(ii). Such exclusions may be applied with respect to an Offering under the Non- 423 Component without regard to the limitations of Treasury Regulation Section 1.423-2.

(o) “Employer” means the employer of the applicable Eligible Employee(s).

(p) “Enrollment Date” means the first Trading Day of each Offering Period.

(q) “Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, including the rules and regulations promulgated thereunder.

(r) “Exercise Date” means the first Trading Day on or after May 15 and November 15 of each Purchase Period. Notwithstanding the foregoing, the first Exercise Date under the Plan will be November 15, 2015.

(s) “Fair Market Value” means, as of any date and unless the Administrator determines otherwise, the value of Common Stock determined as follows:

(i) If the Common Stock is listed on any established stock exchange or a national market system, including without limitation the New York Stock Exchange, NASDAQ Global Select Market, the NASDAQ Global Market or the NASDAQ Capital Market of The NASDAQ Stock Market, its Fair Market Value will be the closing sales price for such stock as quoted on such exchange or system on the date of determination (or the closing bid, if no sales were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(ii) If the Common Stock is regularly quoted by a recognized securities dealer but selling prices are not reported, its Fair Market Value will be the mean between the high bid and low asked prices for the Common Stock on the date of determination (or if no bids and asks were reported on that date, as applicable, on the last Trading Day such bids and asks were reported), as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable;

(iii) In the absence of an established market for the Common Stock, the Fair Market Value thereof will be determined in good faith by the Administrator; or

(iv) For purposes of the Enrollment Date of the first Offering Period under the Plan, the Fair Market Value will be the initial price to the public as set forth in the final prospectus included within the registration statement on Form S-1 filed with the Securities and Exchange Commission for the initial public offering of the Common Stock (the “Registration Statement”).

Notwithstanding the foregoing, if the determination date for the Fair Market Value occurs on a weekend or holiday, the Fair Market Value will be the price as determined in accordance with subsections (i) through (iii) above (as applicable) on the next business day, unless otherwise determined by the Administrator.

(t) “Fiscal Year” means the fiscal year of the Company.

(u) “New Exercise Date” means a new Exercise Date if the Administrator shortens any Offering Period then in progress.

(v) “Offering” means an offer under the Plan of an option that may be exercised during an Offering Period as further described in Section 3. For purposes of the Plan, the Administrator may designate separate Offerings under the Plan (the terms of which need not be identical) in which Eligible Employees of one or more Employers will participate, even if the dates of the applicable Offering Periods of each such Offering are identical and the provisions of the Plan will separately apply to each Offering. To the extent permitted by U.S. Treasury Regulation Section 1.423-2(a)(1), the terms of each Offering need not be identical provided that the terms of the Plan and an Offering together satisfy U.S. Treasury Regulation Section 1.423-2(a)(2) and (a)(3).

(w) “Offering Periods” means the periods of approximately 6 months during which an option granted pursuant to the Plan may be exercised, (i) commencing on the first Trading Day on or after May 15 and November 15 of each year and terminating on the first Trading Day on or after November 15 and May 15, approximately 6 months later; provided, however, that the first Offering Period under the Plan will commence with the first Trading Day on or after the date on which the U.S. Securities and Exchange Commission declares the Company’s Registration Statement effective and will end on the first Trading Day on or after November 15, 2015, and provided, further, that the second Offering Period under the Plan will commence on the first Trading Day on or after November 15, 2015. The duration and timing of Offering Periods may be changed pursuant to Sections 3 and 19.

(x) “Parent” means a “parent corporation,” whether now or hereafter existing, as defined in Section 424(e) of the Code.

(y) “Participant” means an Eligible Employee that participates in the Plan.

(z) “Plan” means this Go Daddy Inc. 2015 Employee Stock Purchase Plan.

(aa) “Purchase Period” means the approximately 6-month period commencing after one Exercise Date and ending with the next Exercise Date. Unless the Administrator provides otherwise, the Purchase Period will have the same duration and coincide with the length of the Offering Period.

(bb) “Purchase Price” means an amount equal to 85% of the Fair Market Value of a share of Common Stock on the Enrollment Date or on the Exercise Date, whichever is lower; provided however, that the Purchase Price may be determined for subsequent Offering Periods by the Administrator subject to compliance with Section 423 of the Code (or any successor rule or provision or any other Applicable Law, regulation or stock exchange rule) or pursuant to Section 19.

(cc) “Registration Date” means the effective date of the first registration statement that is filed by the Company and declared effective pursuant to Section 11(g) of the Exchange Act, with respect to any class of the Company’s securities.

(dd) “Subsidiary” means a “subsidiary corporation,” whether now or hereafter existing, as defined in Section 424(f) of the Code

(ee) “Trading Day” means a day on which the national stock exchange upon which the Common Stock is listed is open for trading.

(ff) “U.S. Treasury Regulations” means the Treasury regulations of the Code. Reference to a specific Treasury Regulation or Section of the Code shall include such Treasury Regulation or Section, any valid regulation promulgated under such Section, and any comparable provision of any future legislation or regulation amending, supplementing or superseding such Section or regulation.

EXHIBIT A

GO DADDY INC.

2015 EMPLOYEE STOCK PURCHASE PLAN

SUBSCRIPTION AGREEMENT

Original Application
Change in Payroll Deduction Rate

Offering Date:

Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Go Daddy Inc. 2015 Employee Stock Purchase Plan.

1. I, _____, hereby elect to participate in the Go Daddy Inc. (the “Company”) 2015 Employee Stock Purchase Plan (the “Plan”) and subscribe to purchase shares of the Company’s Common Stock in accordance with this 2015 Employee Stock Purchase Plan Subscription Agreement (the “Subscription Agreement”) and the Plan.

2. I hereby authorize payroll deductions from each paycheck in the amount of _____ % of my Compensation on each payday (from 0 to 15%) during the Offering Period in accordance with the Plan. (Please note that no fractional percentages are permitted.)

3. I understand that said payroll deductions will be accumulated for the purchase of shares of Common Stock at the applicable Purchase Price determined in accordance with the Plan. I understand that if I do not withdraw from an Offering Period, any accumulated payroll deductions will be used to automatically exercise my option and purchase Common Stock under the Plan.

4. I have received a copy of the complete Plan and its accompanying prospectus. I understand that my participation in the Plan is in all respects subject to the terms of the Plan. The Company reserves the right to modify the Plan and to impose other requirements on my participation in the Plan, on the option and on any shares of Common Stock purchased under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons. I agree to be bound by such modifications regardless of whether notice is given to me of such event, subject, in any case, to my right to withdrawal from participation in the Plan. I further agree to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

5. I understand the following paragraph applies to me if I am a U.S. taxpayer or subject to U.S. taxation : If I dispose of any shares received by me pursuant to an offering of the Plan in the United States within 2 years after the Offering Date (the first day of the Offering Period during which I purchased such shares) or 1 year after the Exercise Date, I will be treated for U.S. federal income tax purposes as having received ordinary income at the time of such disposition in an amount equal to the excess of the Fair Market Value of the shares at the time such shares were purchased by me over the Purchase Price. I hereby agree to notify the Company in writing within thirty (30) days after the date of any disposition of my shares and I will make adequate provision for U.S. federal, state or other tax withholding obligations, if any, which arise upon the disposition of the Common Stock. The Company may, but will not be obligated to, withhold from my compensation the amount necessary to meet any applicable withholding obligation including any withholding necessary to make available to the Company any tax deductions or benefits attributable to sale or early disposition of Common Stock by me. If I dispose of such shares at any time after the expiration of the 2-year and 1-year holding periods, I understand that I will be treated for U.S. federal income tax purposes as having received income only at the time of such disposition, and that such income will be taxed as ordinary income only to the extent of an amount equal to the lesser of (a) the excess of the Fair Market Value of the shares at the time of such disposition over the Purchase Price, or (b) 15% of the Fair Market Value of the shares on the first day of the Offering Period. The remainder of the gain, if any, recognized on such disposition will be taxed as capital gain.

6. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. I hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

7. The Subscription Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to its conflict of laws provisions) as such laws are applied to agreements between Delaware residents entered into and to be performed entirely within Delaware. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties, I hereby submit and consent to the exclusive jurisdiction of the State of Delaware and agree that such litigation shall be conducted only in the courts of San Mateo County, California, or the federal courts for the U.S. for the Northern District of California, and no other courts.

8. Notwithstanding any provision of this Subscription Agreement, I understand that if I am working or resident in a country other than the United States, my participation in the Plan shall also be subject to the Additional Terms and Conditions for Non-U.S. Employees set forth in **Appendix A** attached hereto and any special terms and conditions for my country set forth in **Appendix B** attached hereto. Further, I understand that if I relocate to one of the countries included in Appendix B, the special terms and conditions for such country will apply to me to the extent the Company determines in its sole discretion that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A and Appendix B constitute part of this Subscription Agreement.

9. I hereby agree to be bound by the terms of the Plan and this Subscription. The effectiveness of this Subscription Agreement is dependent upon my eligibility to participate in the Plan.

Employee's Tax ID Number:

Employee's Address:

I ACKNOWLEDGE AND UNDERSTAND THAT THIS SUBSCRIPTION AGREEMENT INCLUDING ITS APPENDICES AND MY PARTICIPATION IN THE PLAN WILL REMAIN IN EFFECT THROUGHOUT SUCCESSIVE OFFERING PERIODS UNLESS AFFIRMATIVELY TERMINATED BY ME.

Dated: _____

Signature of Employee

APPENDIX A

GO DADDY INC.

2015 Employee STOCK PURCHASE PLAN

ADDITIONAL TERMS AND CONDITIONS FOR NON-U.S. EMPLOYEES

Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Go Daddy Inc. 2015 Employee Stock Purchase Plan

1. Terms of Plan Participation for Non-U.S. Employees . I understand and agree that this Appendix A contains additional terms and conditions that, together with the Plan and the Subscription Agreement, govern my participation in the Plan if I am working or resident in a country other than the United States. I further understand and agree that my participation in the Plan will also be subject to any terms and conditions for my country set forth in Appendix B attached hereto.

2. Conversion of Payroll Deductions . I understand that, if my payroll deductions or Contributions under the Plan are made in any currency other than U.S. dollars, such payroll deductions or Contributions will be converted to U.S. dollars on or prior to the Exercise Date using a prevailing exchange rate in effect at the time such conversion is performed, as determined by the Administrator. I understand and agree that neither the Company, the Employer nor any Parent, Subsidiary or Affiliate shall be liable for any foreign exchange rate fluctuation between my local currency and the U.S. Dollar that may affect the number of shares of Common Stock purchasable with my payroll deductions or Contributions, the value of the options granted to me under the Plan, or of any amounts due to me under the Plan or as a result of the subsequent sale of any shares of Common Stock acquired under the Plan.

3. Tax Obligations . I acknowledge and agree that, regardless of any action taken by the Company or the Employer with respect to any or all income tax, social security, social insurances, National Insurance Contributions, payroll tax, fringe benefit, or other tax-related items related to my participation in the Plan and legally applicable to me including, without limitation, in connection with the grant of such options, the purchase or sale of shares of Common Stock acquired under the Plan and/or the receipt of any dividends on such shares ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains my responsibility and may exceed the amount actually withheld by the Company or the Employer. Furthermore, I acknowledge that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the options under the Plan and (2) do not commit to and are under no

obligation to structure the terms of the grant of options or any aspect of my participation in the Plan to reduce or eliminate my liability for Tax-Related Items or achieve any particular tax result. Further, if I have become subject to tax in more than one jurisdiction between the Enrollment Date and the date of any relevant taxable or tax withholding event, as applicable, I acknowledge that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to the purchase of shares of Common Stock under the Plan or any other relevant taxable or tax withholding event, as applicable, I agree to make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, I authorize the Company and/or the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following: (1) withholding from my wages or Compensation paid to me by the Company and/or the Employer; or (2) withholding from proceeds of the sale of the shares of Common Stock purchased under the Plan either through a voluntary sale or through a mandatory sale arranged by the Company (on my behalf pursuant to this authorization). Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable maximum applicable withholding rates, in which case I will receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent.

Finally, I agree to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold as a result of my participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to purchase shares of Common Stock under the Plan on my behalf and/or refuse to issue or deliver the shares or the proceeds of the sale of shares if I fail to comply with my obligations in connection with the Tax-Related Items.

4. Service Acknowledgments . By electing to participate in the Plan, I acknowledge, understand and agree that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, to the extent provided for in the Plan;

(b) all decisions with respect to future grants of options under the Plan, if applicable, will be at the sole discretion of the Company;

(c) the grant of options under the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, the Employer, or any Parent, Subsidiary or Affiliate of the Company, and shall not interfere with the ability of the Company or the Employer, as applicable, to terminate my employment (if any);

(d) I am voluntarily participating in the Plan;

(e) the options granted under the Plan and the shares of Common Stock underlying such options, and the income and value of same, are not intended to replace any pension rights or compensation;

(f) the options granted under the Plan and the shares of Common Stock underlying such options, and the income and value of same, are not part of my normal or expected compensation for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments;

(g) the future value of the shares of Common Stock underlying the options granted under the Plan is unknown, indeterminable and cannot be predicted with certainty;

(h) the shares of Common Stock that I acquire under the Plan may increase or decrease in value, even below the Purchase Price;

(i) no claim or entitlement to compensation or damages shall arise from the forfeiture options granted to me under the Plan as a result of the termination of my status as an Eligible Employee (for any reason whatsoever, and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any) and, in consideration of the grant of options under the Plan to which I am otherwise not entitled, I irrevocably agree never to institute a claim against the Company, the Employer, or any Parent, Subsidiary or Affiliate, waive my ability, if any, to bring such claim, and release the Company, the Employer, and any Parent, Subsidiary or Affiliate from any such claim that may arise; if, notwithstanding the foregoing, any such claim is allowed by a court of competent jurisdiction, I shall be deemed irrevocably to have agreed to not to pursue such claim and agree to execute any and all documents necessary to request dismissal or withdrawal of such claim;

(j) in the event of the termination of my status as an Eligible Employee (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), my right to participate in the Plan and any options granted to me under the Plan, if any, will terminate effective as of the date that I am no longer actively employed by the Company or one of its Designated Companies and, in any event, will not be extended by any notice period mandated under the employment laws in the jurisdiction in which I am employed or the terms of my employment agreement, if any (e.g., active employment would not include a period of "garden leave" or similar period pursuant to the employment laws in the jurisdiction in which I am employed or the terms of my employment agreement, if any); the Company shall have the exclusive discretion to determine when I am no longer actively employed for purposes of my participation in the Plan (including whether I may still be considered to be actively employed while on a leave of absence); and

(k) the grant of the option to purchase shares of Common Stock under the Plan and the benefits evidenced by the Subscription Agreement do not create any entitlement not otherwise

specifically provided for in the Plan, or provided by the Company in its discretion, to have such rights or benefits transferred to, or assumed by, another company nor to be exchanged, cashed out or substituted for, in connection with a sale of substantially all of the Company's assets or a merger of the Company in which the Company is not the surviving corporation.

5. Data Privacy Consent . *I understand that the Company and the Employer may collect, where permissible under applicable law certain personal information about me, including, but not limited to, my name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of Common Stock or directorships held in the Company, details of all options granted under the Plan or any other entitlement to shares of Common Stock awarded, canceled, exercised, vested, unvested or outstanding in my favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. I understand that Company may transfer my Data to the United States, which is not considered by the European Commission to have data protection laws equivalent to the laws in my country. The Company therefore maintains an EU-US Safe Harbor certification to protect my data consistent with data protection laws of the EU.*

I understand that the Company will transfer my Data to its designated broker, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. I understand that the recipients of the Data may be located in the United States or elsewhere, and that a recipient's country of operation (e.g., the United States) may have different data privacy laws that the European Commission or my jurisdiction does not consider to be equivalent to the protections in my country. I understand that I may request a list with the names and addresses of any potential recipients of the Data by contacting my local human resources representative. I authorize the Company, the Company's designated broker and any other possible recipients which may assist the Company with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purpose of implementing, administering and managing my participation in the Plan. I understand that Data will be held only as long as is necessary to implement, administer and manage my participation in the Plan. I understand that that I may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing my local human resources representative. Further, I understand that I am providing the consents herein on a purely voluntary basis. If I do not consent, or if I later seek to revoke my consent, my employment status or career with the Company or the Employer will not be adversely affected; the only adverse consequence of refusing or withdrawing my consent is that the Company would not be able to grant me options under the Plan or other equity awards, or administer or maintain such awards. Therefore, I understand that refusing or withdrawing my consent may affect my ability to participate in the Plan. For more information on the consequences of my refusal to consent or withdrawal of consent, I understand that I may contact my local human resources representative.

I understand that I have the right to access, and to request a copy of, the Data held about me. I also understand that I have the right to discontinue the collection, processing, or use of my Data, or supplement, correct, or request deletion of my Data. To exercise my rights, I may contact my local human resources representative.

I hereby explicitly and unambiguously consent to the collection, use and transfer, in electronic or other form, of my personal data as described in the Subscription Agreement and any other Plan materials by and among, as applicable, the Employer, the Company and its Parents, Subsidiaries and Affiliates for the exclusive purpose of implementing, administering and managing my participation in the Plan. I understand that my consent will be sought and obtained for any processing or transfer of my data for any purpose other than as described in the Subscription Agreement and any other plan materials.

6. No Advice Regarding Grant . The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations or assessments regarding my participation in the Plan, or my acquisition or sale of the underlying shares of Common Stock. I am hereby advised to consult with my own personal tax, legal and financial advisors regarding my participation in the Plan before taking any action related to the Plan.

7. Language . If I have received the Subscription Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control, subject to applicable laws.

8. Severability . The provisions of the Subscription Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

9. Waiver . I acknowledge that a waiver by the Company of breach of any provision of the Subscription Agreement shall not operate or be construed as a waiver of any other provision of the Subscription Agreement, or of any subsequent breach by me or any other participant.

10. Electronic Delivery and Acceptance . The Company may, in its sole discretion, decide to deliver any documents related to options awarded under the Plan or options that may be awarded under the Plan by electronic means or request your consent to participate in the Plan by electronic means. Such means of electronic delivery may include but do not necessarily include the delivery of a link to a Company intranet or the Internet site of a third party involved in administering the Plan, the delivery of the document via e-mail or such other means of electronic delivery specified by the Company. You consent to the electronic delivery of the Plan documents and this Subscription Agreement. You acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost to you by contacting the Company by telephone or in writing. You further acknowledge that you will be provided with a paper copy of any documents if the attempted electronic delivery of such documents fails. Similarly, you understand that you must provide the Company or any designated third party administrator with a paper copy of any documents if the attempted electronic delivery of such documents fails. You may revoke his or her consent to the

electronic delivery of documents or may change the electronic mail address to which such documents are to be delivered (if you have provided an electronic mail address) at any time by notifying the Company of such revoked consent or revised e-mail address by telephone, postal service or electronic mail. Finally, you understand that you are not required to consent to electronic delivery of documents.

APPENDIX B

GO DADDY INC.

2015 EMPLOYEE STOCK PURCHASE PLAN

COUNTRY-SPECIFIC PROVISIONS FOR NON-U.S. EMPLOYEES

Terms and Conditions

I understand that this Appendix B includes additional terms and conditions that govern the options to purchase shares of Common Stock granted to me under the Plan if I work in one of the countries listed below. If I am a citizen or resident of a country other than the one in which I am currently working (or if I am considered as such for local law purposes) or if I transfer employment to another country after enrolling in the Plan, I acknowledge and agree that the Company will, in its discretion, determine the extent to which the terms and conditions herein will be applicable to me.

Capitalized terms used but not otherwise defined herein shall have the meaning given to such terms in the Go Daddy Inc. 2015 Employee Stock Purchase Plan, the Subscription Agreement or Appendix A to the Subscription Agreement.

Notifications

This Appendix B also includes notifications that contain information regarding securities laws, exchange controls and certain other issues of which you should be aware with respect to your participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of [DATE]. Such laws are often complex and change frequently. As a result, the Company recommends that you not rely on the information in this Appendix B as the only source of information relating to the consequences of your participation in the Plan because the information included herein may be out of date at the time that you exercise your option and purchase shares of Common Stock under the Plan or subsequently sell such shares.

In addition, the information contained herein is general in nature and may not apply to your particular situation and the Company is not in a position to assure you of any particular result. Accordingly, you are advised to seek appropriate professional advice as to how the relevant laws in my country may apply to your situation.

Finally, if you are a citizen or resident of a country other than the one in which you are currently working (or if you are considered as such for local law purposes) or if you move to another country after options have been granted to you under the Plan, the information contained herein may not be applicable to you.

BRAZIL

Terms and Conditions

Authorization for Plan Participation . I hereby authorize the Employer to make payroll deductions from each of my paychecks in that percentage of my Compensation specified in my election and I authorize the Employer, the Company or any Parent, Subsidiary or Affiliate of the Company to remit such accumulated payroll deductions, on my behalf, to the United States of America, to purchase shares of Common Stock, as provided by Circular No. 3,280/05 of the Central Bank, under the terms of the Plan.

Upon request of the Company or the Employer, I agree to execute a letter of authorization and any other agreements or consents that may be required to enable the Employer, the Company or any Parent, Subsidiary or Affiliate of the Company (or any of their designated third parties) to remit my accumulated payroll deductions from Brazil for the purchase of shares. I understand that I will not be able to participate in the Plan if I fail to execute a letter of authorization or any other form of agreement or consent that is required for the remittance of my payroll deductions.

Compliance with Law . By enrolling in the Plan and accepting the terms of the Subscription Agreement, I acknowledge and agree to comply with all applicable Brazilian laws and pay any and all applicable taxes associated with the purchase and the sale of shares acquired under the Plan.

Notifications

Report of Overseas Assets. If you are resident or domiciled in Brazil, you will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights equals or exceeds US\$100,000. Assets and rights that must be reported include, but are not limited to, the shares of Common Stock acquired under the Plan.

CANADA

Terms and Conditions

Labor Law Acknowledgement. This provision replaces the acknowledgement contained in Section 4(j) of Appendix A to the Subscription Agreement:

In the event of the termination of my status as an Eligible Employee (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any), my right to participate in the Plan and any options granted to me under the Plan, if any, will terminate effective as of the date that is the earlier of: (i) the date that my employment with the Company or the Employer is terminated; (ii) the date that I receive written notice of termination of my employment from the Company or the Employer (regardless of any notice period or period of pay in lieu of such notice mandated under the employment laws in the jurisdiction where I am employed or the terms of my employment agreement, if any); or (iii) the date that I am no longer actively employed by the Company or any of its Designated Companies, with such date being determined by the Company in its sole discretion.

The following provisions will apply if you are a resident of Quebec:

Authorization to Release Necessary Personal Information . I hereby authorize the Company (including any Parent, Subsidiary or Affiliate) and the Company's representatives to discuss with and obtain all relevant information from all personnel, professional or not, involved in the administration and operation of the Plan. I further authorize the Company and any Parent, Subsidiary or Affiliate and the Company's designated Plan broker(s) to disclose and discuss the Plan with their advisors. I further authorize the Employer to record such information and to keep such information in my employee file.

English Language Provision . I hereby provide my consent to receive Plan information in English through my enrollment in the Plan. Specifically, I acknowledge as follows:

The parties acknowledge that it is their express wish that this Subscription Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Disposition relative à l'utilisation de la langue anglaise. Par la présente, je consens à recevoir les informations relatives au Plan d'Achat d'Actions en anglais par le biais de mon inscription au Plan d'Achat d'Actions. Particulièrement, je reconnais comme suit :

Les parties reconnaissent avoir exigé la rédaction en anglais du Contrat de Souscription, ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.

CZECH REPUBLIC

Notifications

Securities Disclaimer . The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Czech Republic.

INDIA

Notifications

Exchange Control Information . Indian residents are required to repatriate any cash dividends paid on shares of Common Stock acquired under the Plan and any proceeds from the sale of such shares of Common Stock to India within 90 days of receipt. Upon repatriation, the individual will receive a foreign inward remittance certificate ("FIRC") from the bank where he or she deposits the foreign currency and he or she should maintain the FIRC as evidence of the repatriation of funds in the event the Reserve Bank of India or the Employer requests proof of repatriation. It is your responsibility to comply with applicable exchange control laws in India.

Tax Reporting Obligation . Indian residents are required to declare the following items in their annual tax return: (i) any foreign assets held by them (including shares of Common Stock acquired under the

Plan), and (ii) any foreign bank accounts for which they have signing authority. It is your responsibility to comply with applicable foreign asset tax laws in India and you should consult with your personal tax advisor to ensure that you are properly reporting your foreign assets and bank accounts.

ISRAEL

Notifications

Securities Notification. The grant of the options under the Plan is exempt from securities reporting and disclosure requirements with the Israel Securities Authority.

Tax Notification. The option is not intended to qualify for tax qualified treatment in Israel, including without limitation, under Section 102 of the Israeli Ordinance and Income Tax Rules (Tax Benefits in Share Issuance to Employees) 5763-2003.

MEXICO

Notifications

Further Employment and Labor Law Acknowledgments. Through the Subscription Agreement the Participant acknowledges that as an employee of a Mexican company he/she is entitled to participate in the Plan, therefore the Participant has the entire right to participate or not.

The Participant accepts and acknowledges that his/her sole and exclusive employer is the Company's Mexican Affiliate, therefore, any and all provisions in the Subscription Agreement establishing or making reference to the employer, employment, employment agreement or employment relationship, means and refers exclusively to the Company's Mexican Affiliate, as his/her employer.

The Participant acknowledges that in no case should the Company be considered his/her employer and that no employment relationship exist between the Participant and the Company, therefore Participant declares that he/she has never been controlled by the Company, received any salary or benefit from the Company, nor performed any activity or service to the Company or under its instructions.

Compliance with Mexican Securities Laws. The Plan, the options and the shares of Common Stock are exempt from affirmative registration requirements in Mexico since the rights to acquire Shares under the option and the Plan are limited to specified qualified employees in Mexico and communicated in a private and confidential manner.

NETHERLANDS

Notifications

You should be aware of the Dutch insider trading rules, which may affect the sale of shares of Common Stock acquired under the Plan. In particular, you may be prohibited from effecting certain share transactions if you have insider information regarding the Company. Below is a discussion of the applicable restrictions. you are advised to read the discussion carefully to determine whether the

insider rules could apply to you. If it is uncertain whether the insider rules apply, the Company recommends that you consult with a legal advisor. The Company cannot be held liable if you violate the Dutch insider trading rules. You are responsible for ensuring your compliance with these rules.

Prohibition Against Insider Trading

Dutch securities laws prohibit insider trading . The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht or Wft*) and in section 2 of the Market Abuse Decree (*Besluit marktmisbruik Wft*). For further information you are referred to the website of the Authority for the Financial Markets (*AFM*); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx> .

Given the broad scope of the definition of inside information, certain employees of the Company working at its Dutch Affiliate may have inside information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such inside information. By entering into the Subscription Agreement and participating in the Plan, you acknowledge having read and understood the notification above and acknowledges that it is the your responsibility to comply with the Dutch insider trading rules, as discussed herein.

Securities Disclaimer. The participation in the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Netherlands.

SINGAPORE

Terms and Conditions

Form of Contributions . Notwithstanding Sections 2 and 3 of the Subscription Agreement, due to restrictions on payroll deductions under Singapore law, I acknowledge and agree that I may be required to participate in the Plan by means other than payroll deductions (*e.g.* , bank wire or check) if the Company, in its discretion, determines that collection of payroll deductions is not permissible or administratively feasible under Singapore law.

In this regard and upon notice by the Company or the Employer, I understand and agree that no payroll deductions will be made from my paychecks and that I will be required to make Contributions for the purchase of shares of Common Stock under the Plan by the means set forth in such notice. I further understand and agree that no shares of Common Stock will be purchased on my behalf under the Plan if I fail to submit my Contributions in the manner required by such notice.

Notifications

Securities Law Information . The grant of options under the Plan is being made pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”). The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore. Further, the options granted under the Plan are subject to section 257 of the SFA and you are not permitted to sell, or offer to sell, any shares of Common Stock in Singapore unless such sale or offer is made pursuant to the exemptions under Part XIII Division (1) Subdivision (4) (other than section 280) of the SFA.

Director Notification Obligation . Directors, associate directors or shadow directors of a Singapore Parent, Subsidiary or Affiliate are subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify such entity in writing within two business days of any of the following events: (i) the acquisition or disposal of an interest (*e.g.* , options granted under the Plan or shares of Common Stock) in the Company or any Parent, Subsidiary or Affiliate, (ii) any change in previously-disclosed interests (*e.g.* , upon exercise of options granted under the Plan), or (iii) becoming a director, associate director or shadow director of a Parent, Subsidiary or Affiliate in Singapore, if the individual holds such an interest at that time.

Insider Trading Notification. You should be aware of the Singapore insider-trading rules as these rules may impact your ability to acquire or dispose of shares of Common Stock or rights to acquire shares (*e.g.* , options granted under the Plan). Under the Singapore insider-trading rules, you are prohibited from selling shares of Common Stock when you are in possession of information concerning the Company which is not generally available and which you know or should know will have a material effect on the price of such shares once such information is generally available.

UNITED KINGDOM

Terms and Conditions

Tax Obligations . The following provision supplements Section 3 of Appendix A to the Subscription Agreement:

Tax-Related Items shall include Primary and to the extent legally possible Secondary Class 1 National Insurance Contributions.

I agree that the Company or the Employer may calculate the Tax-Related Items to be withheld and accounted for by reference to the maximum applicable rates, without prejudice to any right I may have to recover any overpayment from relevant U.K. tax authorities. If payment or withholding of any income tax liability arising in connection with my participation in the Plan is not made by me to the Employer within ninety (90) days of the event giving rise to such income tax liability or such other period specified in Section 222(1)(c) of the U.K. Income Tax (Earnings and Pensions) Act 2003 (the “Due Date”), I understand and agree that the amount of any uncollected income tax will constitute a loan owed by me to the Employer, effective on the Due Date. I understand and agree that the loan will bear interest at the then-current official rate of Her Majesty’s Revenue and Customs, it will be immediately due and repayable by you, and the Company and/or the Employer may recover it at any time thereafter by any of the means referred to in the Plan and/or this Subscription Agreement. Notwithstanding the foregoing, I understand and agree that if I am a director or an executive officer of the Company (within the meaning of such terms for purposes of Section 13(k) of the Exchange Act), I will not be eligible for such a loan to cover the income tax liability. In the event that I am a director or executive officer and the income tax is not collected from or paid by me by the Due Date, I understand that the amount of any uncollected

income tax will constitute an additional benefit to me on which additional income tax and National Insurance Contributions will be payable. I understand and agree that I be responsible for reporting and paying any income tax due on this additional benefit directly to Her Majesty's Revenue and Customs under the self-assessment regime and for reimbursing the Company or the Employer (as appropriate) for the value of any primary and (to the extent legally possible) secondary class 1 national insurance contributions due on this additional benefit which the Company or the Employer may recover from you by any of the means referred to in the Plan and/or this Subscription Agreement.

Notwithstanding the foregoing, if I am an executive officer or director (as within the meaning of Section 13(k) of the U.S. Securities and Exchange Act of 1934, as amended), the terms of the provision above will not apply. In the event that I am an executive office or director and income tax is not collected from or paid by me by the Due Date, the amount of any uncollected income tax will constitute a benefit to me on which additional income tax and National Insurance Contributions ("NICs") (including Employer's NICs, as defined below) may be payable. I understand that I will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for reimbursing the Company and/or the Employer (as appropriate) for the value of any NICs due on this additional benefit.

Notification

Securities Disclaimer. Neither this Subscription Agreement nor Appendix is an approved prospectus for the purposes of section 85(1) of the Financial Services and Markets Act 2000 ("FSMA") and no offer of transferable securities to the public (for the purposes of section 102B of FSMA) is being made in connection with the Plan. The Plan is exclusively available in the UK to bona fide employees and former employees and any other UK Subsidiary.

EXHIBIT B

GO DADDY INC.

2015 EMPLOYEE STOCK PURCHASE PLAN

NOTICE OF WITHDRAWAL

The undersigned participant in the Offering Period of the Go Daddy Inc. 2015 Employee Stock Purchase Plan that began on _____, (the "Offering Date") hereby notifies the Company that he or she hereby withdraws from the Offering Period. He or she hereby directs the Company to pay to the undersigned as promptly as practicable all the payroll deductions credited to his or her account with respect to such Offering Period. The undersigned understands and agrees that his or her option for such Offering Period will be automatically terminated. The undersigned understands further that no further payroll deductions will be made for the purchase of shares in the current Offering Period and the undersigned will be eligible to participate in succeeding Offering Periods only by delivering to the Company a new Subscription Agreement.

Name and Address of Participant:

Signature:

Date:

**DESERT NEWCO, LLC
2011 Unit Incentive Plan**

1. Purpose of Plan

The Desert Newco, LLC 2011 Unit Incentive Plan (the “Plan”) is designed to:

(a) promote the long term financial interests and growth of Desert Newco, LLC, a Delaware limited liability company (the “Company”), and its Subsidiaries and Affiliates by attracting and retaining management and other personnel with the training, experience and ability to enable them to make a substantial contribution to the success of the Company;

(b) motivate management personnel by means of growth-related incentives to achieve long range goals; and

(c) further the alignment of interests of participants with those of the Members of the Company and the direct and indirect members of the Company through opportunities for increased equity, or equity-based ownership, in the Company.

2. Definitions

Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Amended and Restated Limited Liability Company Agreement of the Company dated as of December 16, 2011, as amended, modified or supplemented from time to time (the “LLC Agreement”). As used in the Plan, the following words shall have the following meanings:

(a) “Affiliate” means with respect to any Person, any Person directly or indirectly through one or more intermediaries controlling, controlled by or under common control with such Person.

(b) “Award” means a grant of a Unit or any Unit-based compensation made to a Participant pursuant to the Plan and described in Section 4.

(c) “Award Agreement” means a written agreement between the Company and a Participant that sets forth the terms, conditions and limitations applicable to an Award.

(d) “Board” means (i) prior to an IPO, the Executive Committee and (ii) on or after an IPO, the entity that the Executive Committee determines is appropriate in connection with an IPO.

(e) “Code” means the Internal Revenue Code of 1986, as amended, or any successor thereto.

(f) “Committee” means the committee described in Section 3 hereof (or if a committee has not been appointed by the Board, the Board shall be deemed to be the Committee for purposes of this Plan) or the Board, if it acts in lieu of the Committee.

(g) “Change in Control” or “Sale Transaction” means (i) the consummation of a (A) merger or consolidation, other than a merger or consolidation which would result in 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 or its parent) at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation, or (B) sale, lease, license, transfer, conveyance or other disposition, in one transaction or a series of related transactions (including by way of merger, consolidation, recapitalization, or reorganization), to an unaffiliated third party of all or substantially all of the assets of the Company, or (ii) a transaction or series of related transactions (including by way of merger, consolidation, recapitalization, reorganization or sale of securities by the holders of securities of the Company), the result of which is that any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as such term is defined in Rule 13d-3 and Rule 13d-5 promulgated under the Exchange Act), directly or indirectly, through one or more intermediaries, of 50% or more of total voting power represented by the Company’s then outstanding voting securities immediately following such transaction or series of related transactions.

Notwithstanding the above, to the extent an Option or RSU is subject to Section 409A of the Code, an event shall not constitute a “Change in Control” or a “Sale Transaction” unless it would also be a change in control event within the meaning of Section 409A of the Code.

(h) “Disabled” or “Disability” shall have the meaning set forth in a given Award Agreement, provided, that, in the event that an Award should be subject to Section 409A, with respect to such Award, “Disabled” and “Disability” shall have the meaning set forth in Section 409A and Treasury Regulation Section 1.409A-3(i)(4) thereunder.

(i) “Effective Date” has the meaning described in Section 14 hereof.

(j) “Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor act thereto.

(k) “Fair Market Value” means the fair market value of one Unit on any given date, as determined reasonably and in good faith by the Board, and based on the most recent appraisal of Units received by the Board, which appraisal must have been prepared no more than twelve months prior to the date on which such determinate is made; provided, however, such valuation method shall be in accordance with Section 409A, to the extent applicable. The Committee may adopt a different methodology for determining Fair Market Value if necessary or advisable to secure any intended favorable tax, legal or other treatment for the particular Award. Notwithstanding the foregoing, if there is a public trading market for the Units on a given date, the Fair Market Value shall be the closing trading price on the applicable date.

(l) “Other Unit-Based Awards” means Awards granted pursuant to Section 6 of the Plan.

(m) “Participant” means an employee, employee or non-employee directors or members, consultants or other service providers or Persons having a relationship with the Company or any of its Affiliates who is selected by the Board or the Committee to participate in the Plan, including any Person to whom one or more Awards have been made and remain outstanding.

(n) “Person” means “person,” as such term is used for purposes of Section 13(d) or 14(d) of the Exchange Act.

(o) “Section 409A” means Section 409A of the Code, as amended, and the regulations, rulings, notices or other guidance promulgated thereunder.

(p) “Subsidiary” means, with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, limited liability company, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company, association or other business entity gains or losses or shall be or control the managing director, manager or general partner of such partnership, limited liability company, association or other business entity.

(q) “Unit Option” means an option to purchase Units granted pursuant to the Plan.

(r) “Unit Option Price” means the purchase price per Unit of a Unit Option, as determined pursuant to Section 5 of the Plan.

3. Administration of Plan

(a) The Plan shall be administered by the Board or, if the Board shall so determine, by a Committee consisting of one or more members of the Board; provided, however, that from and after the date on which the Company is required to register any class of its equity securities under Section 12 of the Exchange Act, the Plan shall be administered by a Committee which shall consist of two or more members of the Board of the Company, each of whom is intended to qualify as a “non-employee director” within the meaning of Rule 16b-3 under the Exchange Act and an “outside director” within the meaning of Section 162(m) of the Code. The members of the Committee shall be selected by the Board. Any member of the Committee may resign by giving written notice thereof to the Board, and any member of the Committee may be removed at any time, with or without cause, by the Board. If, for any reason, a member of the Committee shall cease to serve, the vacancy shall be filled by the Board. During any period of time in which the Plan is administered by the Board, all references in the Plan or any Award Agreement to the Committee shall be deemed to refer to the Board.

(b) The Committee shall have full power and authority to administer and interpret the Plan, Awards granted under the Plan and each Award Agreement, including, without limitation, the power to (i) exercise all of the powers granted to it under the Plan, (ii) construe, interpret and implement the Plan and any Award Agreement, (iii) prescribe, amend and rescind rules and regulations relating to the Plan, including rules governing its own operations, (iv) make all determinations necessary or advisable in administering the Plan, Awards and any Award Agreements, (v) correct any defect, supply any omission and reconcile any inconsistency in the Plan, Awards or any Award Agreement, (vi) amend the Plan, Awards and any Award Agreement to reflect changes in applicable law, (vii) determine from among those persons determined to be eligible for the Plan, the particular persons who will be Participants, (viii) grant Awards under the Plan and determine the terms and conditions of such Awards, consistent with the express limitations of the Plan, (ix) delegate such powers and authority to such persons as it deems appropriate; provided that any such delegation is consistent with applicable law and any guidelines as may be established by the Board from time to time and (x) waive any conditions under any Awards. The determination of the Committee on all matters relating to the Plan, Award Agreement or any Awards shall be final, binding and conclusive upon all persons.

(c) The Committee may employ counsel, consultants, accountants, appraisers, brokers or other persons at the expense of the Company. The Board, Committee, the Company, and the officers and Members of the Company shall be entitled to rely upon the advice, opinions or valuations of any such persons. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon all Participants, the Company and all other interested persons. No member of the Committee shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Awards, and all members of the Committee shall be fully protected by the Company with respect to any such action, determination or interpretation.

4. Awards

(a) From time to time, the Committee will determine the form, amounts, terms, conditions and limitations of Awards, consistent with the terms of this Plan. The form, amount, terms, conditions and limitations of each Award under the Plan shall be set forth in an Award Agreement, in a form approved by the Committee, consistent, however, with the terms of the Plan; provided, however, that such Award Agreement shall contain provisions dealing with the treatment of Awards in the event of the termination of employment or service (as applicable), Disability or death of a Participant. Such Awards may take the following forms described in Section 4(b) and 4(c) hereunder, in the Committee's sole discretion.

(b) An Award may be made by the Committee in the form of Unit Options, in which case the Award Agreement evidencing such Award shall include, inter alia, the option exercise period and the option exercise price (which shall not be less than 100% of the Fair Market Value of a Unit on the date the Unit Option is granted, other than in the case of Unit Options granted in substitution of previously granted awards as described herein) and such other terms, conditions or restrictions on the grant or exercise of the Unit Option as the Committee deems appropriate. In addition to other restrictions contained in the Plan, an option granted under this Section 4(b) may not be exercised more than 10 years after the date it is granted. Except as otherwise provided in an Award

Agreement or as the Committee may determine, the purchase price for the Units as to which a Unit Option is exercised shall be paid in full at the time of exercise at the election of the Participant (i) in cash, (ii) with the consent of the Committee, in Units (any such Units valued at Fair Market Value on the date of exercise), provided that accepting such Units shall not result in adverse accounting consequences to the Company, (iii) with the consent of the Committee, through the withholding of Units (any such Units valued at Fair Market Value on the date of exercise) otherwise issuable upon the exercise of the Unit Option in a manner that is compliant with applicable law, or (iv) a combination of the foregoing methods, in each such case in accordance with the terms of the Plan and the Award Agreement; provided, that the Participant will pay any taxes due in respect of such exercise in cash. No Participant shall have any rights to distributions or other rights of a Unit holder with respect to Units subject to a Unit Option until the Participant has given written notice of exercise of the Unit Option, the Participant has paid in full for such Units, the Units in question have been recorded on the Company's register of interest holders, and if applicable, the Participant has satisfied any other conditions imposed by the Company pursuant to the Plan.

(c) An Award may be made by the Committee in the form of restricted Units, phantom Units, warrants or other securities that are convertible, exercisable or exchangeable for or into Units, or based on the Fair Market Value of Units in which case the Award Agreement evidencing such Award shall include, inter alia, such terms, conditions or restrictions, as the Committee determines appropriate. Unless otherwise agreed by the Committee or provided in any Award Agreement, the Participant will pay any taxes due in respect of any Award in cash.

(d) As a condition to the exercise, settlement, conversion or exchange of an Award into Units, or the grant of an Award of Units (including restricted Units), the Participant will be required to become a party to the LLC Agreement, execute such other documents and instruments as are reasonably and customarily required by the Company to evidence compliance with applicable federal and state securities and "blue sky" laws, and the Units acquired will be held subject to, and in compliance with, the terms and conditions of the LLC Agreement.

(e) Subject to Section 2.9(c) of the LLC Agreement, in connection with an IPO Reorganization, each Participant shall be required to take such actions as may be reasonably required by the Executive Committee and otherwise cooperate in good faith with the Executive Committee, including, but not limited to, executing and delivering all agreements, instruments and documents as may be reasonably required in order to consummate an IPO Reorganization.

5. Units Subject to the Plan; Limitations and Conditions

(a) Subject to Section 8, the number of Units available for Awards under this Plan shall be equal to [] Units. Unless restricted by applicable law, Units related to Awards that are forfeited, terminated, canceled or expire unexercised shall immediately become available for new Awards.

(b) No Awards shall be granted under the Plan beyond ten years after the Effective Date, but the terms of Awards made on or before the expiration of the Plan may extend beyond such expiration date. At the time an Award is made or amended or the terms or conditions of an Award are changed in accordance with the terms of the Plan or the Award Agreement, the Committee may provide for limitations or conditions on such Award.

(c) No such Awards shall, prior to vesting and delivery thereof to the Participant, be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of the Participant.

(d) Unless otherwise determined by the Committee, an Award shall not be transferable or assignable by the Participant other than by will or by the laws of descent and distribution. An Award exercisable after the death of a Participant may be exercised by his legatees, personal representative, or distributees.

(e) Participants shall not be, and shall not have any of the rights or privileges of, Members of the Company in respect of any Awards exercisable, settled, convertible or exchangeable into Units, unless and until book entry representing such Units has been made and admission of the Participant as a Member pursuant to the LLC Agreement has occurred.

(f) Except as otherwise determined by the Committee, no exercise of any Award may be made during a Participant's lifetime by anyone other than the Participant, except by a legal representative appointed for or by the Participant in accordance with the requirements set forth by the Company.

(g) Absent express provisions to the contrary, any Award under this Plan shall not be deemed compensation for purposes of computing benefits or contributions under any retirement or severance plan of the Company or its Affiliates and shall not affect any benefits under any other benefit plan of any kind now or subsequently in effect under which the availability or amount of benefits is related to level of compensation.

(h) The Unit Option Price per Unit shall be determined by the Committee, but shall not be less than 100% of the Fair Market Value of a Unit on the date a Unit Option is granted (other than in the case of Unit Options granted in substitution of previously granted awards).

6. Other Unit-Based Awards

The Committee, in its sole discretion, may grant or sell Awards of Units, Awards of restricted Units and Awards that are valued in whole or in part by reference to, or are otherwise based on the Fair Market Value of, Units (such Awards, "Other Unit-Based Awards"). Such Other Unit-Based Awards shall be in such form, and dependent on such conditions, as the Committee shall determine, including, without limitation, the right to receive, or vest with respect to, one or more Units (or the equivalent cash value of such Units) upon the completion of a specified period of service, the occurrence of an event and/or the attainment of performance objectives. Other Unit-Based Awards may be granted alone or in addition to any other Awards granted under the Plan. Subject to the provisions of the Plan, the Committee shall determine to whom and when Other Unit-Based Awards will be made, the number of Units to be awarded under (or otherwise related to) such Other Unit-Based Awards, whether such Other Unit-Based Awards shall be settled in cash, Units or a combination of cash and Units, and all other terms and conditions of such Awards (including, without limitation, the vesting provisions thereof and provisions ensuring that all Units so awarded and issued shall be fully paid and non-assessable).

7. Transfers and Leaves of Absence

For purposes of the Plan, unless the Committee determines otherwise: (a) a transfer of a Participant's employment without an intervening period of separation among the Company and any of its Affiliates shall not be deemed a termination of employment, and (b) a Participant who is awarded in writing a leave of absence or who is entitled to a statutory leave of absence shall be deemed to have remained in the employ of the Company (and any of its Affiliates) during such leave of absence. In the case of an Award subject to Section 409A, no termination shall be deemed a termination from employment unless it is a "separation from service" under Section 409A.

8. Adjustments Upon Certain Events

Notwithstanding any other provisions in the Plan to the contrary, the following provisions shall apply to all Awards granted under the Plan:

(a) Generally. In the event of any change in the outstanding Units after the Effective Date by reason of any Unit split, reorganization, recapitalization, merger, consolidation, spin-off, combination, combination or transaction or exchange of Units or other corporate exchange, or any extraordinary distribution to members of the Company (which shall not, for the avoidance of doubt, include any tax distributions) or any transaction similar to the foregoing, the Committee, without liability to any Person, shall make such substitution or adjustment, if any, in the manner it deems to be equitable (subject to Section 12), as to (i) the number or kind of Units or other securities issued or reserved for issuance pursuant to the Plan or pursuant to outstanding Awards, (ii) the maximum number of Units for which Unit Options may be granted during a fiscal year to any Participant, (iii) the exercise price of any Award and/or (iv) any other affected terms of such Awards.

(b) Change in Control. In the event of a Change in Control after the Effective Date, (i if determined by the Committee in the applicable Award Agreement or otherwise, any outstanding Awards then held by Participants which are unexercisable or otherwise unvested or subject to lapse restrictions shall automatically be deemed exercisable or otherwise vested or no longer subject to lapse restrictions, as the case may be, as of immediately prior to such Change in Control and (ii) the Committee may (subject to Section 12), but shall not be obligated to, (A) accelerate, vest or cause the restrictions to lapse with respect to all or any portion of an Award, (B) cancel such Awards for fair value (as determined in the sole discretion of the Committee) which, in the case of Unit Options, may equal the excess, if any, of value of the consideration to be paid in the Change in Control transaction to holders of the same number of Units subject to such Unit Options (or, if no consideration is paid in any such transaction, the Fair Market Value of the Units subject to such Unit Options) over the aggregate exercise price of such Unit Options, (C) provide for the issuance of substitute Awards that will substantially preserve the otherwise applicable terms of any affected Awards previously granted hereunder as determined by the Committee in its sole discretion or (D) provide that for a period of at least 15 days prior to the Change in Control, such Unit Options shall be exercisable as to all Units subject thereto and that upon the occurrence of the Change in Control, such Unit Options shall terminate and be of no further force and effect. For the avoidance of

doubt, pursuant to (B) above, the Committee may cancel and pay no consideration for all, or any portion of, Unit Options if the Fair Market Value of any Unit subject to such Unit Options is less than or equal to the Unit Option Price of such Unit Options, but only with respect to those Units where such deficit exists.

9. Forfeiture/Clawback

The Committee may, in its sole discretion, specify in an Award that the Participant's rights, payments, and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events may include, but shall not be limited to, termination of employment for cause, termination of the Participant's provision of services to the Company or any of its subsidiaries, breach of noncompetition, confidentiality, or other restrictive covenants that may apply to the Participant, or restatement of the Company's financial statements to reflect adverse results from those previously released financial statements, as a consequence of errors, omissions, fraud, or misconduct.

10. Amendment and Termination

(a) The Committee shall have the authority to make such amendments to any outstanding Awards as are consistent with this Plan, provided that no such action shall modify any Award in a manner adverse in any material respect to the Participant without the Participant's consent except as such modification is provided for or contemplated in the terms of the Award or this Plan (including, for the avoidance of doubt, pursuant to Sections 8 or 9 hereof). Without limiting the generality of the foregoing, to the extent applicable, notwithstanding anything herein to the contrary, this Plan and Awards issued hereunder shall be interpreted in accordance with Section 409A and Department of Treasury regulations and other interpretative guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the Effective Date. Notwithstanding any provision of the Plan to the contrary, in the event that the Committee determines that any amounts payable hereunder will be taxable to a Participant under Section 409A and related Department of Treasury guidance prior to payment to such Participant of such amount, the Company may (a) adopt such amendments to the Plan and Awards and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Committee determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by the Plan and Awards hereunder and/or (b) take such other actions as the Committee determines necessary or appropriate to avoid the imposition of an additional tax under Section 409A.

(b) The Board may amend, suspend or terminate the Plan except that no such action, other than an action under Sections 8 or 9 hereof, may be taken which would, without Member approval, increase the aggregate number of Units available for Awards under the Plan, decrease the price of outstanding Awards, change the requirements relating to the Committee as set forth in Section 3 hereof, or extend the term of the Plan.

11. Governing Law

(a) This Plan shall be governed in all respects by the laws of the State of Delaware without giving effect to the principle of conflict of laws.

(b) The Committee may make Awards to employees, non-employee members of the Board, consultants, or other persons having a relationship with the Company or any of its Affiliates who are subject to the laws of jurisdictions other than those of the United States, which Awards may have terms and conditions that differ from the terms thereof as provided elsewhere in the Plan for the purpose of complying with non-US, laws or otherwise as deemed to be necessary or desirable by the Committee.

12. Conformity to Section 409A

It is intended that all Awards under this Plan and any Award Agreement, either be exempt from or avoid taxation under Section 409A. All Unit Options or other similar Awards that are granted with an exercise price shall be granted with an exercise price such that the Award would not constitute deferred compensation under Section 409A or shall otherwise be structured to avoid taxation under Section 409A. Any ambiguity in this Plan and any Award Agreement shall be interpreted to comply with Section 409A. To the extent applicable, as determined in the sole discretion of the Committee with and upon advice of counsel, (a) each amount or benefit payable pursuant to this Plan and any Award Agreement shall be deemed a separate payment for purposes of Section 409A and (b) in the event the equity interests of the Company are publicly traded on an established securities market or otherwise and the Participant is a "specified employee" (as determined under the Company's administrative procedure for such determinations, in accordance with Section 409A) at the time of the Participant's termination of employment, any payments under this Plan or any Award Agreement that are deemed to be deferred compensation subject to Section 409A shall not be paid or begin payment until the earlier of the Participant's death and the first day following the six (6) month anniversary of the Participant's date of termination of employment. The Committee shall use commercially reasonable efforts to implement the provisions of this Section 12 in good faith; provided that neither the Company, the Board, the Committee nor any of the Company's employees, directors or representatives shall have any liability to Participants with respect to this Section 12.

13. Withholding Taxes

If the Company and/or any Affiliate shall be required to withhold any amounts by reason of any Federal, State, local or foreign tax rules or regulations in respect of any Award, the Company and/or any Affiliate shall be entitled to take such action as it deems appropriate in order to ensure compliance with such withholding requirements. The Company or any of its Affiliates shall have the right, at its option, to (a) require the Participant to pay or provide for payment of the amount of any taxes which the Company or any of its Affiliates may be required to withhold with respect to such Award, (b) deduct from any amount otherwise payable in cash (whether related to the Award or otherwise) to the Participant the amount of any taxes which the Company or any of its Affiliates may be required to withhold with respect to such Award, or (c) if the Committee determines, to withhold Units with a Fair Market Value of the minimum amount of any taxes which the Company or any of its Affiliates may be required to withhold with respect to such Award.

14. Effective Date and Termination Dates

The Plan shall be effective as of December 16, 2011 (the “Effective Date”) and shall terminate ten years later, subject to earlier termination by the Board pursuant to Section 10.

15. Miscellaneous

(a) ERISA. This Plan is not subject to the Employee Retirement Income Security Act of 1974, as amended.

(b) No Right of Employment or Service. Nothing contained herein, in an Award Agreement or in an Award shall confer on any employee, director or consultant any right to be continued in the employ or service of the Company and/or any Affiliates, constitute any contract or agreement of employment or other service or affect an employee’s status as an at-will employee, nor shall anything contained herein, in any Award Agreement or an Award affect any rights which the Company and/or its Affiliates may have to change a person’s compensation or other benefits or terminate such person’s employment or association with the Company and/or its Affiliates for any reason (with or without cause, with or without compensation) at any time.

(c) Funding. Unless the Committee determines otherwise, no benefit or promise under the Plan shall be secured by any specific assets of the Company or any of its Affiliates, nor shall any assets of the Company or any of its Affiliates be designated as attributable or allocated to the satisfaction of the Company’s obligations under the Plan.

(d) Non-Uniform Determinations. The Committee’s determinations under the Plan need not be uniform and may be made by it selectively among persons who receive or are eligible to receive Awards (whether or not such persons are similarly situated). Without limiting the generality of the foregoing, the Committee shall be entitled, among other things, to make non-uniform and selective determinations, and to enter into non-uniform and selective Award Agreements, as to the persons to receive Awards under the Plan and the terms and provisions of Awards under the Plan.

(e) Section Headings; Construction. The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the sections. All words used in this Plan shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms.

(f) Severability; Entire Agreement. In the event any provision of the Plan or any Award Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the illegality, invalidity or unenforceability shall not affect the remaining provisions of the Plan and such Award Agreement and such illegal, invalid or unenforceable provision shall be deemed modified as if such provision had not been included.

(g) Survival of Terms; Conflicts. The provisions of the Plan shall survive the termination of the Plan to the extent consistent with, or necessary to carry out, the purposes thereof. Each Award Agreement remains subject to the terms of the Plan, however, in the event of any conflict between specific provisions of the Plan and an Award Agreement, the Award Agreement shall control.

(h) Arbitration. Any dispute with regard to the enforcement of this Plan and any Award Agreement hereunder shall be exclusively resolved by a single experienced arbitrator licensed to practice law in the State of Arizona, selected in accordance with the American Arbitration Association (“AAA”) rules and procedures, at an arbitration (“AAA”) conducted in the State of Arizona pursuant to the National Rules for the Resolution of Employment Disputes rules of AAA with the arbitrator applying the substantive law of the State of Delaware as provided for under Section 11(a) hereof. The AAA shall provide the parties hereto with lists for the selection of arbitrators composed entirely of arbitrators who are members of the National Academy of Arbitrators and who have prior experience in the arbitration of disputes between employers and senior executives. The determination of the arbitrator shall be final and binding on the parties hereto and judgment therein may be entered in any court of competent jurisdiction. Each party shall pay its own attorneys fees and disbursements and other costs of the arbitration.

IN WITNESS WHEREOF, the undersigned officer of the Company hereby certifies that the Plan was adopted by the Board at a meeting duly held on December 16, 2011.

Christine N. Jones
Executive Vice President, General Counsel and Corporate
Secretary

DESERT NEWCO, LLC
FORM OF UNIT OPTION AGREEMENT

(Time & Performance Vesting)

THIS UNIT OPTION AGREEMENT (this “Agreement”), dated as of [Date] (the “Grant Date”) is made by and between Desert Newco, LLC, a Delaware limited liability company (hereinafter referred to as the “Company”), and the individual (the “Optionee”) whose name is set forth on the Master Signature Page hereof, who is a Participant. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Desert Newco, LLC 2011 Unit Incentive Plan, as amended, modified or supplemented from time to time (the “Plan”).

WHEREAS, as an incentive for the Optionee’s efforts in connection with his or her employment by, or performance of other services for, the Company (or its Affiliates, as applicable), the Company wishes to afford the Optionee the opportunity to purchase a number of Units (which Units shall entitle the Optionee to any and all rights and benefits to which the holder of such Units may be provided under the LLC Agreement (as defined below) and the Delaware Limited Liability Company Act), subject to the terms and conditions set forth herein and in the Plan; and

WHEREAS, the Company wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement, pursuant to which the Committee, appointed to administer the Plan, has instructed the undersigned officers to issue this Option.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
DEFINITIONS

Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 1.1. Cause

“Cause” shall mean the definition of “Cause” as defined in the Employment Agreement or, in the absence of any Employment Agreement, the Optionee’s: (i) willfully engaging in illegal conduct or gross misconduct which is materially injurious to the Company or any of its Subsidiaries; (ii) conviction of, or entry of a plea of nolo contendere or guilty to, a felony or a crime of moral turpitude; (iii) engaging in fraud, misappropriation, embezzlement or any other act or acts of dishonesty resulting or intended to result directly or indirectly in a gain or personal enrichment to the Optionee at the expense of the Company or any of its Subsidiaries; (iv) willful material breach of any written policies of the Company or any of its Subsidiaries (which policy or policies previously

was provided to Optionee); or (v) willful and continual failure to substantially perform his or her duties with the Company or any of its Subsidiaries (other than a failure resulting from his or her incapacity due to physical or mental illness), which failure has continued for a period of at least 30 days after a written demand for substantial performance is delivered to Optionee by the Company or one of its Subsidiaries which specifically identifies the manner in which the Company believes that Optionee has not substantially performed Optionee's duties.

Section 1.2. Determination Date

“Determination Date” means, with respect to a given Fiscal Year, the date on which the Board or a designated committee thereof approves or confirms the financial statements of the Company for the relevant Fiscal Year following the end thereof.

Section 1.3. Employment Agreement

“Employment Agreement” means the employment agreement, if any, specifying the terms of the Optionee's employment by the Company or any of its Subsidiaries.

Section 1.4. Fiscal Year

“Fiscal Year” shall mean any fiscal year of the Company as set forth on <https://gdc/HumanResources/OptionsandEquity/tabid/758/Default.aspx>.

Section 1.5. GD Equity Interests

“GD Equity Interests” shall mean the equity interests in the Company acquired in connection with the Transaction.

Section 1.6. Good Reason

“Good Reason” shall mean the definition of “Good Reason” as defined in the Employment Agreement or, in the absence of any Employment Agreement: (i) a significant reduction of Optionee's duties, position, or responsibilities, relative to Optionee's duties, position, or responsibilities in effect immediately prior to a Change in Control; (ii) a material reduction in the kind or level of retirement and welfare employee benefits to which Optionee is entitled immediately prior to the Change in Control; (iii) a reduction in Optionee's base salary or annual cash incentive opportunity as in effect immediately prior to the Change in Control; or (iv) the relocation of Optionee's place of employment to a facility or location more than thirty-five (35) miles from Optionee's current place of employment.

Section 1.7. Grant Date

“Grant Date” shall mean the definition of “Grant Date” as defined in the preamble hereof.

Section 1.8. IPO

“IPO” shall have the same meaning as the term “IPO” is defined in the LLC Agreement.

Section 1.9. Management Equityholder’s Agreement

“Management Equityholder’s Agreement” shall mean that certain Management Equity and Unitholder’s Agreement dated as of the date of this Agreement between the Optionee and the Company.

Section 1.10. Option

“Option” means the option to purchase the Units granted to the Optionee under Section 2.1 of this Agreement.

Section 1.11. LLC Agreement

“LLC Agreement” means the Limited Liability Company Agreement of Desert Newco, LLC, dated effective as of December 16, 2011, as the same may be amended from time to time.

Section 1.12. Sponsors

“Sponsors” shall have the same meaning as the term “Sponsors” is defined in the LLC Agreement.

**ARTICLE II
GRANT OF OPTIONS**

Section 2.1. Grant of Options; Exercise Price

For good and valuable consideration, upon the terms and conditions set forth herein and in the Plan, on and as of the Grant Date, the Company grants to the Optionee an option to purchase any part or all of an aggregate of the number and Units set forth on the Schedule to the Master Signature Page hereof, at the exercise price set forth on such Schedule to the Master Signature Page hereof (which, subject to any adjustment as contemplated herein, is the Fair Market Value per Unit on the Grant Date), without commission or other charge.

**ARTICLE III
PERIOD OF EXERCISABILITY**

Section 3.1. Vesting and Commencement of Exercisability

(a) So long as the Optionee continues to be employed by the Company or any of its Subsidiaries through the relevant vesting date, the Option shall vest and become exercisable as follows:

(i) *Performance Option.*

(A) Forty percent (40%) of the Units subject to Option shall be eligible to vest and become exercisable based on the Company's performance as specified in this paragraph (the "Performance Options"). In the event that the Company achieves the revenue and adjusted cash flow targets as set forth in <https://gdc/HumanResources/OptionsandEquity/tabid/758/Default.aspx> (the "Annual Performance Target") for a given Fiscal Year (or portion thereof) as reasonably determined in good faith by the Committee, the percentage of the Performance Options set forth next to such Fiscal Year (or portion thereof) in the table below shall vest and become exercisable as of the applicable Determination Date. The Fiscal Years on which the vesting of the Performance Options are based will be determined by the Committee and will be as indicated on the Employee's Master Signature Page.

<u>Applicable Performance Period</u>	<u>Percentage of Units Subject to Performance Options Eligible to Vest and Become Exercisable</u>
End of Fiscal Year 1	20%
End of Fiscal Year 2	20%
End of Fiscal Year 3	20%
End of Fiscal Year 4	20%
End of Fiscal Year 5	20%

(B) Notwithstanding the foregoing, in the event that either or both component(s) of the Annual Performance Target is not achieved in a particular Fiscal Year (a "Missed Year"), then that portion of the Performance Option that was eligible to vest and become exercisable but failed to so vest and become exercisable due to the Company's failure to achieve either or both component(s) of the Annual Performance Target for such Missed Year shall be eligible to vest and become exercisable at the end of the Fiscal Year immediately following the Missed Year (the "Subsequent Year") as provided in this paragraph, but only if the Optionee continues to be employed by the Company or any of its Subsidiaries as of the end of the Subsequent Year. In the event that, in the Subsequent Year, the Company exceeds the target for either or both of the component(s) of the Annual Performance Target for such Subsequent Year, then the amount of such excess may be added to the amount achieved with respect to the applicable component of the Annual Performance Target in the Missed Year. If, after giving effect to the addition(s) contemplated by the immediately preceding sentence, both components of the Annual Performance Target are satisfied for the Missed Year, the Performance Options eligible to have vested and become exercisable in the Missed Year shall vest and become exercisable as of the end of the Subsequent Year. To the extent that any Performance Options which did not initially vest at the end of the Missed Year do not vest at the end of the Subsequent Year, such Performance Options shall expire as of the end of such Subsequent Year without consideration.

(ii) *Time Option* .

(A) Sixty percent (60%) of the Units subject to Option shall vest and become exercisable based on time (the “Time Options”), such that the Time Option shall vest and become exercisable pursuant to the following schedule:

Date Time Option Vests and Becomes Exercisable	Percentage of Units Subject to Time Options Eligible to Vest and Become Exercisable
Upon the first anniversary of the Grant Date	20%
Upon the second anniversary of the Grant Date	20%
Upon the third anniversary of the Grant Date	20%
Upon the fourth anniversary of the Grant Date	20%
Upon the fifth anniversary of the Grant Date	20%

(B) Notwithstanding Section 3.1(a)(ii)(A) above, to the extent that Time Options do not accelerate upon a Change in Control pursuant to Section 3.1(c) and remain outstanding following a Change in Control, in the event that the Optionee’s employment is terminated by the Company (or its successor) without Cause or by the Optionee for Good Reason within 90 days before, or on 18 months after a Change in Control, any then unvested Time Options will become immediately vested and exercisable.

(b) As a condition of receiving any Options, the Optionee hereby waives any and all rights the Optionee currently has to become vested in any unvested equity awards of the Company or its Affiliates upon any termination of employment pursuant to any agreement or arrangement entered into prior to the date hereof.

(c) *Effect of Change in Control* . Notwithstanding any provision of Section 3.1(a) above, upon the earlier occurrence of a Change in Control, so long as the Optionee remains employed with the Company or its Subsidiaries through the date of such Change in Control, then any unvested portion of the Time Option and the Performance Option shall become immediately vested and exercisable as to 100% of the Units subject to such Unit Option immediately prior to the Change in Control if, as a result of such Change in Control, (x) the Sponsors achieve an internal rate of return (determined on a fully diluted basis, assuming inclusion of all Units underlying all then outstanding Awards and any other outstanding options, warrants or other rights to acquire Units) of at least 25% or (y) the Sponsors earn at least 3.0 times the purchase price of the GD Equity Interests acquired, directly or indirectly, by the Sponsors (subject to adjustment by the Committee to the extent any adjustment to the Options occurs pursuant to Section 8 of the Plan), in each case of clause (x) and (y), based on cash received by the Sponsors on a cumulative basis (excluding tax distributions and after deduction for any applicable transaction expenses).

(d) Notwithstanding the foregoing, no portion of the Option shall vest and become exercisable as to any additional Units (which portion has not otherwise vested and become exercisable in accordance with Sections 3.1(a) or (c) above) following the termination of employment of the Optionee with the Company and its Subsidiaries for any reason (other than provided for in Section 3.1(a)(ii)(B) above), and the portion of the Option that is unvested and unexercisable as of the Optionee's termination of employment with the Company and its Subsidiaries shall immediately expire upon such termination without consideration.

Section 3.2. Expiration of Option

The Optionee may not exercise the exercisable portion of the Option to any extent and the unexercised portion of the Option shall terminate without consideration, upon the first to occur of the following events:

(a) the tenth anniversary of the Grant Date;

(b) the first anniversary of the date of the Optionee's termination of employment with the Company and its Subsidiaries, if such employment is terminated by reason of death or Disability; or

(c) one hundred eighty (180) days after the date of an Optionee's termination of employment by the Company or any of its Subsidiaries without Cause (for any reason other than as set forth in Section 3.2(b)) or by the Optionee for Good Reason; or

(d) immediately upon the date of the Optionee's termination of employment by the Company or its Subsidiaries or Affiliates for Cause; or

(e) ninety (90) days after termination of employment with the Company and its Subsidiaries by the Optionee without Good Reason; or

(f) if the Committee so determines pursuant to Section 8 of the Plan.

ARTICLE IV EXERCISE OF OPTION

Section 4.1. Person Eligible to Exercise

Except as expressly provided for herein or in the Management Equityholder's Agreement, during the lifetime of the Optionee, only the Optionee may exercise the Option or any portion thereof. After the Disability or death of the Optionee, any vested and exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.2, be exercised by the Optionee's legatees, personal representatives, or distributees.

Section 4.2. Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.2; provided however, that any partial exercise shall be for whole Units only.

Section 4.3. Manner of Exercise

The Option, or any portion thereof, which is vested and exercisable, may be exercised solely by delivering to the Secretary of the Company all of the following prior to the time when the Option or such portion becomes unexercisable under Section 3.2:

(a) notice in writing signed by the Optionee or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Committee;

(b) full payment (in cash, by check, in Units (any such Units valued at Fair Market Value on the date of exercise), provided that Units may not be used for payment without the express consent of the Committee if such payment would result in adverse accounting consequences to the Company, through the withholding of Units (any such Units valued at Fair Market Value on the date of exercise) otherwise issuable upon the exercise of the Unit Option in a manner that is compliant with applicable law, or a combination of the foregoing methods; provided, that the Optionee will pay any taxes due in respect of such exercise in cash) for the Units with respect to which the Option or portion thereof is exercised;

(c) execution, to the extent not previously executed, of the Management Equityholder's Agreement, pursuant to which agreement the Optionee shall also become subject to the LLC Agreement and such other documents and instruments as may be required by the Committee under the Plan;

(d) full payment to the Company of all amounts which, under federal, state or local law, it (or an Affiliate) is required to withhold upon exercise of the Option, except as otherwise agreed to by the Company under the Plan;

(e) in the event the Option or portion thereof shall be exercised pursuant to Section 4.1 by any person or persons other than the Optionee, appropriate proof of the right of such person or persons to exercise the option; and

(f) if so requested by the Committee, an irrevocable voting proxy and power of attorney in favor of a designated member of the Board.

Without limiting the generality of the foregoing, the Committee may require an opinion of counsel acceptable to it to the effect that any subsequent transfer of Units acquired on exercise of the Option does not violate the Securities Act of 1933, as amended, and may issue stop-transfer orders covering such Units.

Section 4.4. Conditions to Issuance of Units

The Company shall not be required to record the ownership by the Optionee of Units purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions:

- (a) the obtaining of approval or other clearance from any federal, state, local or non-U.S. governmental agency which the Committee shall, in its reasonable and good faith discretion, determine to be necessary or advisable;
- (b) the lapse of such reasonable period of time following the exercise of the Option as the Committee may from time to time establish for reasons of administrative convenience or as may otherwise be required by applicable law; and
- (c) the execution and delivery of the Management Equityholder's Agreement.

Section 4.5. Rights as Unitholder, Member

The Optionee shall not be, and shall not have any of the rights or privileges of, Unitholders or Members of the Company in respect of any Units purchasable upon exercise of the Option or any portion thereof unless and until a book entry representing such Units has been made on the books and records of the Company and the Optionee has been admitted as a Member pursuant to the terms of the LLC Agreement; provided, however, that the Optionee shall be deemed to be admitted as a Member, retroactive to the date of exercise, once the criteria contained in Sections 4.3 and 4.4 hereof have been satisfied.

Section 4.6. Initial Public Offering

In the event of an IPO, the Committee in its sole discretion and without liability to, or the consent or approval of, any Person may provide that all outstanding Options, whether vested or unvested, be converted into options exercisable into or awards based upon, as the case may be, the securities being offered to the public in such IPO.

ARTICLE V
MISCELLANEOUS

Section 5.1. Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary, and any notice to be given to the Optionee shall be addressed to the Optionee at the address set forth in the Company's books and records. By a notice given pursuant to this Section 5.1, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of the representative's status and address by written notice under this Section 5.1. Any notice shall have been deemed duly given as set forth in Section 10.4 of the LLC Agreement.

Section 5.2. Survival of Terms; Conflicts

The Option and the Units issued to the Optionee upon exercise of the Option shall be subject to all of the terms and provisions of the Plan and the LLC Agreement, to the extent applicable to the Option and such Units. In the event of any conflict between this Agreement or the Plan and the LLC Agreement, the terms of the Plan and LLC Agreement, respectively, shall control. The provisions of the Agreement shall survive the termination of the Agreement to the extent consistent with, or necessary to carry out, the purposes thereof. In the event of any conflict between this Agreement and the Management Equityholder's Agreement, the Management Equityholder's Agreement shall control.

Section 5.3. Amendment

Subject to Section 10 of the Plan, this Agreement may be amended only by a writing executed by the parties hereto, which specifically states that it is amending this Agreement.

Section 5.4. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Delaware, without giving effect to the principal of conflict of laws.

Section 5.5. Section Headings; Construction

The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the sections. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

Section 5.6. Severability; Entire Agreement

In the event any provision of the Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the illegality, invalidity or unenforceability shall not affect the remaining provisions of the Agreement and such illegal, invalid or unenforceable provision shall be deemed modified as if such provision had not been included.

Section 5.7. No Right of Employment or Service

Nothing contained herein shall confer on the Optionee any right to be continued in the employ or service of the Company and/or any Affiliate, constitute any contract or agreement of employment or other service or affect an employee's status as an at-will employee, nor shall anything contained herein affect any rights which the Company and/or an Affiliate may have to change an Optionee's compensation or other benefits or terminate such person's employment or association with the Company and/or its Affiliate for any reason (with or without Cause, with or without compensation) at any time.

Section 5.8. Counterparts

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[See Master Signature Page for counterpart signature]

**DESERT NEWCO, LLC
FORM OF UNIT OPTION AGREEMENT**

(Time Vesting)

THIS UNIT OPTION AGREEMENT (this “Agreement”), dated as of [Date] (the “Grant Date”) is made by and between Desert Newco, LLC, a Delaware limited liability company (hereinafter referred to as the “Company”), and the individual (the “Optionee”) whose name is set forth on the Master Signature Page hereof, who is a Participant. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Desert Newco, LLC 2011 Unit Incentive Plan, as amended, modified or supplemented from time to time (the “Plan”).

WHEREAS, as an incentive for the Optionee’s efforts in connection with his or her employment by, or performance of other services for, the Company (or its Affiliates, as applicable), the Company wishes to afford the Optionee the opportunity to purchase a number of Units (which Units shall entitle the Optionee to any and all rights and benefits to which the holder of such Units may be provided under the LLC Agreement (as defined below) and the Delaware Limited Liability Company Act), subject to the terms and conditions set forth herein and in the Plan; and

WHEREAS, the Company wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement, pursuant to which the Committee, appointed to administer the Plan, has instructed the undersigned officers to issue this Option.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 1.1. Cause

“Cause” shall mean the definition of “Cause” as defined in the Employment Agreement or, in the absence of any Employment Agreement, the Optionee’s: (i) willfully engaging in illegal conduct or gross misconduct which is materially injurious to the Company or any of its Subsidiaries; (ii) conviction of, or entry of a plea of nolo contendere or guilty to, a felony or a crime of moral turpitude; (iii) engaging in fraud, misappropriation, embezzlement or any other act or acts of dishonesty resulting or intended to result directly or indirectly in a gain or personal enrichment to the Optionee at the expense of the Company or any of its Subsidiaries; (iv) willful material breach of any written policies of the Company or any of its Subsidiaries (which policy or policies previously

was provided to Optionee); or (v) willful and continual failure to substantially perform his or her duties with the Company or any of its Subsidiaries (other than a failure resulting from his or her incapacity due to physical or mental illness), which failure has continued for a period of at least 30 days after a written demand for substantial performance is delivered to Optionee by the Company or one of its Subsidiaries which specifically identifies the manner in which the Company believes that Optionee has not substantially performed Optionee's duties.

Section 1.2. Determination Date

“Determination Date” means, with respect to a given Fiscal Year, the date on which the Board or a designated committee thereof approves or confirms the financial statements of the Company for the relevant Fiscal Year following the end thereof.

Section 1.3. Employment Agreement

“Employment Agreement” means the employment agreement, if any, specifying the terms of the Optionee's employment by the Company or any of its Subsidiaries.

Section 1.4. Fiscal Year

“Fiscal Year” shall mean any fiscal year of the Company as set forth on <https://gdc/HumanResources/OptionsandEquity/tabid/758/Default.aspx>.

Section 1.5. GD Equity Interests

“GD Equity Interests” shall mean the equity interests in the Company acquired in connection with the Transaction.

Section 1.6. Good Reason

“Good Reason” shall mean the definition of “Good Reason” as defined in the Employment Agreement or, in the absence of any Employment Agreement: (i) a significant reduction of Optionee's duties, position, or responsibilities, relative to Optionee's duties, position, or responsibilities in effect immediately prior to a Change in Control; (ii) a material reduction in the kind or level of retirement and welfare employee benefits to which Optionee is entitled immediately prior to the Change in Control; (iii) a reduction in Optionee's base salary or annual cash incentive opportunity as in effect immediately prior to the Change in Control; or (iv) the relocation of Optionee's place of employment to a facility or location more than thirty-five (35) miles from Optionee's current place of employment.

Section 1.7. Grant Date

“Grant Date” shall mean the definition of “Grant Date” as defined in the preamble hereof.

Section 1.8. IPO

“IPO” shall have the same meaning as the term “IPO” is defined in the LLC Agreement.

Section 1.9. Management Equityholder’s Agreement

“Management Equityholder’s Agreement” shall mean that certain Management Equity and Unitholder’s Agreement dated as of the date of this Agreement between the Optionee and the Company.

Section 1.10. Option

“Option” means the option to purchase the Units granted to the Optionee under Section 2.1 of this Agreement.

Section 1.11. LLC Agreement

“LLC Agreement” means the Limited Liability Company Agreement of Desert Newco, LLC, dated effective as of December 16, 2011, as the same may be amended from time to time.

Section 1.12. Sponsors

“Sponsors” shall have the same meaning as the term “Sponsors” is defined in the LLC Agreement.

**ARTICLE II
GRANT OF OPTIONS**

Section 2.1. Grant of Options; Exercise Price

For good and valuable consideration, upon the terms and conditions set forth herein and in the Plan, on and as of the Grant Date, the Company grants to the Optionee an option to purchase any part or all of an aggregate of the number and Units set forth on the Schedule to the Master Signature Page hereof, at the exercise price set forth on such Schedule to the Master Signature Page hereof (which, subject to any adjustment as contemplated herein, is the Fair Market Value per Unit on the Grant Date), without commission or other charge.

**ARTICLE III
PERIOD OF EXERCISABILITY**

Section 3.1. Vesting and Commencement of Exercisability

(a) So long as the Optionee continues to be employed by the Company or any of its Subsidiaries through the relevant vesting date, the Option shall vest and become exercisable as follows:

(i) One hundred percent (100%) of the Units subject to Option shall vest and become exercisable based on time, such that the Option shall vest and become exercisable pursuant to the following schedule:

Date Option Vests and Becomes Exercisable	Percentage of Units Eligible to Vest and Become Exercisable
Upon the first anniversary of the Grant Date	20%
Upon the second anniversary of the Grant Date	20%
Upon the third anniversary of the Grant Date	20%
Upon the fourth anniversary of the Grant Date	20%
Upon the fifth anniversary of the Grant Date	20%

(ii) To the extent that Options do not accelerate upon a Change in Control pursuant to Section 3.1(c) and remain outstanding following a Change in Control, in the event that the Optionee's employment is terminated by the Company (or its successor) without Cause or by the Optionee for Good Reason within 90 days before, or on 18 months after a Change in Control, any then unvested Options will become immediately vested and exercisable.

(b) As a condition of receiving any Options, the Optionee hereby waives any and all rights the Optionee currently has to become vested in any unvested equity awards of the Company or its Affiliates upon any termination of employment pursuant to any agreement or arrangement entered into prior to the date hereof.

(c) *Effect of Change in Control*. Notwithstanding any provision of Section 3.1(a) above, upon the earlier occurrence of a Change in Control, so long as the Optionee remains employed with the Company or its Subsidiaries through the date of such Change in Control, then any unvested portion of the Option shall become immediately vested and exercisable as to 100% of the Units subject to such Unit Option immediately prior to the Change in Control if, as a result of such Change in Control, (x) the Sponsors achieve an internal rate of return (determined on a fully diluted basis, assuming inclusion of all Units underlying all then outstanding Awards and any other outstanding options, warrants or other rights to acquire Units) of at least 25% or (y) the Sponsors earn at least 3.0 times the purchase price of the GD Equity Interests acquired, directly or indirectly, by the Sponsors (subject to adjustment by the Committee to the extent any adjustment to the Options occurs pursuant to Section 8 of the Plan), in each case of clause (x) and (y), based on cash received by the Sponsors on a cumulative basis (excluding tax distributions and after deduction for any applicable transaction expenses).

(d) Notwithstanding the foregoing, no portion of the Option shall vest and become exercisable as to any additional Units (which portion has not otherwise vested and become exercisable in accordance with Sections 3.1(a) or (c) above) following the termination of employment of the Optionee with the Company and its Subsidiaries for any reason, and the portion of the Option that is unvested and unexercisable as of the Optionee's termination of employment with the Company and its Subsidiaries shall immediately expire upon such termination without consideration.

Section 3.2. Expiration of Option

The Optionee may not exercise the exercisable portion of the Option to any extent and the unexercised portion of the Option shall terminate without consideration, upon the first to occur of the following events:

(a) the tenth anniversary of the Grant Date;

(b) the first anniversary of the date of the Optionee's termination of employment with the Company and its Subsidiaries, if such employment is terminated by reason of death or Disability; or

(c) one hundred eighty (180) days after the date of an Optionee's termination of employment by the Company or any of its Subsidiaries without Cause (for any reason other than as set forth in Section 3.2(b)) or by the Optionee for Good Reason; or

(d) immediately upon the date of the Optionee's termination of employment by the Company or its Subsidiaries or Affiliates for Cause; or

(e) ninety (90) days after termination of employment with the Company and its Subsidiaries by the Optionee without Good Reason; or

(f) if the Committee so determines pursuant to Section 8 of the Plan.

ARTICLE IV EXERCISE OF OPTION

Section 4.1. Person Eligible to Exercise

Except as expressly provided for herein or in the Management Equityholder's Agreement, during the lifetime of the Optionee, only the Optionee may exercise the Option or any portion thereof. After the Disability or death of the Optionee, any vested and exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.2, be exercised by the Optionee's legatees, personal representatives, or distributees.

Section 4.2. Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.2; provided however, that any partial exercise shall be for whole Units only.

Section 4.3. Manner of Exercise

The Option, or any portion thereof, which is vested and exercisable, may be exercised solely by delivering to the Secretary of the Company all of the following prior to the time when the Option or such portion becomes unexercisable under Section 3.2:

(a) notice in writing signed by the Optionee or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Committee;

(b) full payment (in cash, by check, in Units (any such Units valued at Fair Market Value on the date of exercise), provided that Units may not be used for payment without the express consent of the Committee if such payment would result in adverse accounting consequences to the Company, through the withholding of Units (any such Units valued at Fair Market Value on the date of exercise) otherwise issuable upon the exercise of the Unit Option in a manner that is compliant with applicable law, or a combination of the foregoing methods; provided, that the Optionee will pay any taxes due in respect of such exercise in cash) for the Units with respect to which the Option or portion thereof is exercised;

(c) execution, to the extent not previously executed, of the Management Equityholder's Agreement, pursuant to which agreement the Optionee shall also become subject to the LLC Agreement and such other documents and instruments as may be required by the Committee under the Plan;

(d) full payment to the Company of all amounts which, under federal, state or local law, it (or an Affiliate) is required to withhold upon exercise of the Option, except as otherwise agreed to by the Company under the Plan;

(e) in the event the Option or portion thereof shall be exercised pursuant to Section 4.1 by any person or persons other than the Optionee, appropriate proof of the right of such person or persons to exercise the option; and

(f) if so requested by the Committee, an irrevocable voting proxy and power of attorney in favor of a designated member of the Board.

Without limiting the generality of the foregoing, the Committee may require an opinion of counsel acceptable to it to the effect that any subsequent transfer of Units acquired on exercise of the Option does not violate the Securities Act of 1933, as amended, and may issue stop-transfer orders covering such Units.

Section 4.4. Conditions to Issuance of Units

The Company shall not be required to record the ownership by the Optionee of Units purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions:

- (a) the obtaining of approval or other clearance from any federal, state, local or non-U.S. governmental agency which the Committee shall, in its reasonable and good faith discretion, determine to be necessary or advisable;
- (b) the lapse of such reasonable period of time following the exercise of the Option as the Committee may from time to time establish for reasons of administrative convenience or as may otherwise be required by applicable law; and
- (c) the execution and delivery of the Management Equityholder's Agreement.

Section 4.5. Rights as Unitholder, Member

The Optionee shall not be, and shall not have any of the rights or privileges of, Unitholders or Members of the Company in respect of any Units purchasable upon exercise of the Option or any portion thereof unless and until a book entry representing such Units has been made on the books and records of the Company and the Optionee has been admitted as a Member pursuant to the terms of the LLC Agreement; provided, however, that the Optionee shall be deemed to be admitted as a Member, retroactive to the date of exercise, once the criteria contained in Sections 4.3 and 4.4 hereof have been satisfied.

Section 4.6. Initial Public Offering

In the event of an IPO, the Committee in its sole discretion and without liability to, or the consent or approval of, any Person may provide that all outstanding Options, whether vested or unvested, be converted into options exercisable into or awards based upon, as the case may be, the securities being offered to the public in such IPO.

ARTICLE V **MISCELLANEOUS**

Section 5.1. Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary, and any notice to be given to the Optionee shall be addressed to the Optionee at the address set forth in the Company's books and records. By a notice given pursuant to this Section 5.1, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of the representative's status and address by written notice under this Section 5.1. Any notice shall have been deemed duly given as set forth in Section 10.4 of the LLC Agreement.

Section 5.2. Survival of Terms; Conflicts

The Option and the Units issued to the Optionee upon exercise of the Option shall be subject to all of the terms and provisions of the Plan and the LLC Agreement, to the extent applicable to the Option and such Units. In the event of any conflict between this Agreement or the Plan and the LLC Agreement, the terms of the Plan and LLC Agreement, respectively, shall control. The provisions of the Agreement shall survive the termination of the Agreement to the extent consistent with, or necessary to carry out, the purposes thereof. In the event of any conflict between this Agreement and the Management Equityholder's Agreement, the Management Equityholder's Agreement shall control.

Section 5.3. Amendment

Subject to Section 10 of the Plan, this Agreement may be amended only by a writing executed by the parties hereto, which specifically states that it is amending this Agreement.

Section 5.4. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Delaware, without giving effect to the principal of conflict of laws.

Section 5.5. Section Headings; Construction

The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the sections. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

Section 5.6. Severability; Entire Agreement

In the event any provision of the Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the illegality, invalidity or unenforceability shall not affect the remaining provisions of the Agreement and such illegal, invalid or unenforceable provision shall be deemed modified as if such provision had not been included.

Section 5.7. No Right of Employment or Service

Nothing contained herein shall confer on the Optionee any right to be continued in the employ or service of the Company and/or any Affiliate, constitute any contract or agreement of employment or other service or affect an employee's status as an at-will employee, nor shall anything contained herein affect any rights which the Company and/or an Affiliate may have to change an Optionee's compensation or other benefits or terminate such person's employment or association with the Company and/or its Affiliate for any reason (with or without Cause, with or without compensation) at any time.

Section 5.8. Counterparts

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[See Master Signature Page for counterpart signature]

**DESERT NEWCO, LLC
FORM OF UNIT OPTION AGREEMENT**

(Time & Performance Vesting)

THIS UNIT OPTION AGREEMENT (this “Agreement”), dated as of [Date] (the “Grant Date”) is made by and between Desert Newco, LLC, a Delaware limited liability company (hereinafter referred to as the “Company”), and the individual (the “Optionee”) whose name is set forth on the Master Signature Page hereof, who is a Participant. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Desert Newco, LLC 2011 Unit Incentive Plan, as amended, modified or supplemented from time to time (the “Plan”).

WHEREAS, as an incentive for the Optionee’s efforts in connection with his or her employment by, or performance of other services for, the Company (or its Affiliates, as applicable), the Company wishes to afford the Optionee the opportunity to purchase a number of Units (which Units shall entitle the Optionee to any and all rights and benefits to which the holder of such Units may be provided under the LLC Agreement (as defined below) and the Delaware Limited Liability Company Act), subject to the terms and conditions set forth herein and in the Plan; and

WHEREAS, the Company wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement, pursuant to which the Committee, appointed to administer the Plan, has instructed the undersigned officers to issue this Option.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 1.1. Cause

“Cause” shall mean the definition of “Cause” as defined under applicable laws, in the Employment Agreement or, in the absence of any Employment Agreement or absent a definition of “Cause” in that Employment Agreement or applicable laws, the Optionee’s: (i) willfully engaging in illegal conduct or gross misconduct which is materially injurious to the Company or any of its Subsidiaries; (ii) conviction of, or entry of a plea of nolo contendere or guilty to, a felony or a crime of moral turpitude; (iii) engaging in fraud, misappropriation, embezzlement or any other act or acts of dishonesty resulting or intended to result directly or indirectly in a gain or personal enrichment to the Optionee at the expense of the Company or any of its Subsidiaries; (iv) willful material breach of

any written policies of the Company or any of its Subsidiaries (which policy or policies previously was provided to Optionee); or (v) willful and continual failure to substantially perform his or her duties with the Company or any of its Subsidiaries (other than a failure resulting from his or her incapacity due to physical or mental illness), which failure has continued for a period of at least 30 days after a written demand for substantial performance is delivered to Optionee by the Company or one of its Subsidiaries which specifically identifies the manner in which the Company believes that Optionee has not substantially performed Optionee's duties.

Section 1.2. Determination Date

“Determination Date” means, with respect to a given Fiscal Year, the date on which the Board or a designated committee thereof approves or confirms the financial statements of the Company for the relevant Fiscal Year following the end thereof.

Section 1.3. Employment Agreement

“Employment Agreement” means the employment agreement, if any, specifying the terms of the Optionee's employment by the Company or any of its Subsidiaries.

Section 1.4. Fiscal Year

“Fiscal Year” shall mean any fiscal year of the Company as set forth on <https://gdc/HumanResources/OptionsandEquity/tabid/758/Default.aspx>.

Section 1.5. GD Equity Interests

“GD Equity Interests” shall mean the equity interests in the Company acquired in connection with the Transaction.

Section 1.6. Good Reason

“Good Reason” shall mean the definition of “Good Reason” as defined in the Employment Agreement or, in the absence of any Employment Agreement or absent a definition of “Good Reason” in that Employment Agreement: (i) a significant reduction of Optionee's duties, position, or responsibilities, relative to Optionee's duties, position, or responsibilities in effect immediately prior to a Change in Control; (ii) a material reduction in the kind or level of retirement and welfare employee benefits to which Optionee is entitled immediately prior to the Change in Control; (iii) a reduction in Optionee's base salary or annual cash incentive opportunity as in effect immediately prior to the Change in Control; or (iv) the relocation of Optionee's place of employment to a facility or location more than thirty-five (35) miles from Optionee's current place of employment.

Section 1.7. Grant Date

“Grant Date” shall mean the definition of “Grant Date” as defined in the preamble hereof.

Section 1.8. IPO

“IPO” shall have the same meaning as the term “IPO” is defined in the LLC Agreement.

Section 1.9. Management Equityholder’s Agreement

“Management Equityholder’s Agreement” shall mean that certain Management Equity and Unitholder’s Agreement dated as of the date of this Agreement between the Optionee and the Company.

Section 1.10. Option

“Option” means the option to purchase the Units granted to the Optionee under Section 2.1 of this Agreement.

Section 1.11. LLC Agreement

“LLC Agreement” means the Limited Liability Company Agreement of Desert Newco, LLC, dated effective as of December 16, 2011, as the same may be amended from time to time.

Section 1.12. Sponsors

“Sponsors” shall have the same meaning as the term “Sponsors” is defined in the LLC Agreement.

**ARTICLE II
GRANT OF OPTIONS**

Section 2.1. Grant of Options; Exercise Price

For good and valuable consideration, upon the terms and conditions set forth herein and in the Plan, on and as of the Grant Date, the Company grants to the Optionee an option to purchase any part or all of an aggregate of the number and Units set forth on the Schedule to the Master Signature Page hereof, at the exercise price set forth on such Schedule to the Master Signature Page hereof (which, subject to any adjustment as contemplated herein, is the Fair Market Value per Unit on the Grant Date), without commission or other charge.

**ARTICLE III
PERIOD OF EXERCISABILITY**

Section 3.1. Vesting and Commencement of Exercisability

(a) So long as the Optionee continues to be employed by the Company or any of its Subsidiaries through the relevant vesting date, the Option shall vest and become exercisable as follows:

(i) *Performance Option.*

(A) Forty percent (40%) of the Units subject to Option shall be eligible to vest and become exercisable based on the Company's performance as specified in this paragraph (the "Performance Options"). In the event that the Company achieves the revenue and adjusted cash flow targets as set forth in <https://gdc/HumanResources/OptionsandEquity/tabid/758/Default.aspx> (the "Annual Performance Target") for a given Fiscal Year (or portion thereof) as reasonably determined in good faith by the Committee, the percentage of the Performance Options set forth next to such Fiscal Year (or portion thereof) in the table below shall vest and become exercisable as of the applicable Determination Date. The Fiscal Years on which the vesting of the Performance Options are based will be determined by the Committee and will be as indicated on the Employee's Master Signature Page.

<u>Applicable Performance Period</u>	<u>Percentage of Units Subject to Performance Options Eligible to Vest and Become Exercisable</u>
End of Fiscal Year 1	20%
End of Fiscal Year 2	20%
End of Fiscal Year 3	20%
End of Fiscal Year 4	20%
End of Fiscal Year 5	20%

(B) Notwithstanding the foregoing, in the event that either or both component(s) of the Annual Performance Target is not achieved in a particular Fiscal Year (a "Missed Year"), then that portion of the Performance Option that was eligible to vest and become exercisable but failed to so vest and become exercisable due to the Company's failure to achieve either or both component(s) of the Annual Performance Target for such Missed Year shall be eligible to vest and become exercisable at the end of the Fiscal Year immediately following the Missed Year (the "Subsequent Year") as provided in this paragraph, but only if the Optionee continues to be employed by the Company or any of its Subsidiaries as of the end of the Subsequent Year. In the event that, in the Subsequent Year, the Company exceeds the target for either or both of the component(s) of the Annual Performance Target for such Subsequent Year, then the amount of such excess may be added to the amount achieved with respect to the applicable component of the Annual Performance Target in the Missed Year. If, after giving effect to the addition(s) contemplated by the immediately preceding sentence, both components of the Annual Performance Target are satisfied for the Missed Year, the Performance Options eligible to have vested and become exercisable in the Missed Year shall vest and become exercisable as of the end of the Subsequent Year. To the extent that any Performance Options which did not initially vest at the end of the Missed Year do not vest at the end of the Subsequent Year, such Performance Options shall expire as of the end of such Subsequent Year without consideration.

(ii) *Time Option.*

(A) Sixty percent (60%) of the Units subject to Option shall vest and become exercisable based on time (the “Time Options”), such that the Time Option shall vest and become exercisable pursuant to the following schedule:

Date Time Option Vests and Becomes Exercisable	Percentage of Units Subject to Time Options Eligible to Vest and Become Exercisable
Upon the first anniversary of the Grant Date	20%
Upon the second anniversary of the Grant Date	20%
Upon the third anniversary of the Grant Date	20%
Upon the fourth anniversary of the Grant Date	20%
Upon the fifth anniversary of the Grant Date	20%

(B) Notwithstanding Section 3.1(a)(ii)(A) above, to the extent that Time Options do not accelerate upon a Change in Control pursuant to Section 3.1(c) and remain outstanding following a Change in Control, in the event that the Optionee’s employment is terminated by the Company (or its successor) without Cause or by the Optionee for Good Reason within 90 days before, or on 18 months after a Change in Control, any then unvested Time Options will become immediately vested and exercisable.

(b) As a condition of receiving any Options, the Optionee hereby waives any and all rights the Optionee currently has to become vested in any unvested equity awards of the Company or its Affiliates upon any termination of employment pursuant to any agreement or arrangement entered into prior to the date hereof.

(c) *Effect of Change in Control* . Notwithstanding any provision of Section 3.1(a) above, upon the earlier occurrence of a Change in Control, so long as the Optionee remains employed with the Company or its Subsidiaries through the date of such Change in Control, then any unvested portion of the Time Option and the Performance Option shall become immediately vested and exercisable as to 100% of the Units subject to such Unit Option immediately prior to the Change in Control if, as a result of such Change in Control, (x) the Sponsors achieve an internal rate of return (determined on a fully diluted basis, assuming inclusion of all Units underlying all then outstanding Awards and any other outstanding options, warrants or other rights to acquires Units) of at least 25% or (y) the Sponsors earn at least 3.0 times the purchase price of the GD Equity Interests acquired, directly or indirectly, by the Sponsors (subject to adjustment by the Committee to the extent any

adjustment to the Options occurs pursuant to Section 8 of the Plan), in each case of clause (x) and (y), based on cash received by the Sponsors on a cumulative basis (excluding tax distributions and after deduction for any applicable transaction expenses).

(d) Notwithstanding the foregoing, no portion of the Option shall vest and become exercisable as to any additional Units (which portion has not otherwise vested and become exercisable in accordance with Sections 3.1(a) or (c) above) following the termination of employment of the Optionee with the Company and its Subsidiaries for any reason (other than provided for in Section 3.1(a)(ii)(B) above), and the portion of the Option that is unvested and unexercisable as of the Optionee's termination of employment with the Company and its Subsidiaries shall immediately expire upon such termination without consideration.

Section 3.2. Expiration of Option

The Optionee may not exercise the exercisable portion of the Option to any extent and the unexercised portion of the Option shall terminate without consideration, upon the first to occur of the following events:

(a) the tenth anniversary of the Grant Date;

(b) the first anniversary of the date of the Optionee's termination of employment with the Company and its Subsidiaries, if such employment is terminated by reason of death or Disability; or

(c) one hundred eighty (180) days after the date of an Optionee's termination of employment by the Company or any of its Subsidiaries without Cause (for any reason other than as set forth in Section 3.2(b)) or by the Optionee for Good Reason; or

(d) immediately upon the date of the Optionee's termination of employment by the Company or its Subsidiaries or Affiliates for Cause; or

(e) ninety (90) days after termination of employment with the Company and its Subsidiaries by the Optionee without Good Reason; or

(f) if the Committee so determines pursuant to Section 8 of the Plan.

ARTICLE IV EXERCISE OF OPTION

Section 4.1. Person Eligible to Exercise

Except as expressly provided for herein or in the Management Equityholder's Agreement, during the lifetime of the Optionee, only the Optionee may exercise the Option or any portion thereof. After the Disability or death of the Optionee, any vested and exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.2, be exercised by the Optionee's legatees, personal representatives, or distributees.

Section 4.2. Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.2; provided however, that any partial exercise shall be for whole Units only.

Section 4.3. Manner of Exercise

The Option, or any portion thereof, which is vested and exercisable, may be exercised solely by delivering to the Secretary of the Company all of the following prior to the time when the Option or such portion becomes unexercisable under Section 3.2:

(a) notice in writing signed by the Optionee or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Committee;

(b) full payment (in cash, by check, in Units (any such Units valued at Fair Market Value on the date of exercise), provided that Units may not be used for payment without the express consent of the Committee if such payment would result in adverse accounting consequences to the Company, through the withholding of Units (any such Units valued at Fair Market Value on the date of exercise) otherwise issuable upon the exercise of the Unit Option in a manner that is compliant with applicable law, or a combination of the foregoing methods; provided, that the Optionee will pay any taxes due in respect of such exercise in cash) for the Units with respect to which the Option or portion thereof is exercised;

(c) execution, to the extent not previously executed, of the Management Equityholder's Agreement, pursuant to which agreement the Optionee shall also become subject to the LLC Agreement and such other documents and instruments as may be required by the Committee under the Plan;

(d) full payment to the Company of all amounts which, under federal, state or local law, it (or an Affiliate) is required to withhold upon exercise of the Option, except as otherwise agreed to by the Company under the Plan;

(e) in the event the Option or portion thereof shall be exercised pursuant to Section 4.1 by any person or persons other than the Optionee, appropriate proof of the right of such person or persons to exercise the option; and

(f) if so requested by the Committee, an irrevocable voting proxy and power of attorney in favor of a designated member of the Board.

Without limiting the generality of the foregoing, the Committee may require an opinion of counsel acceptable to it to the effect that any subsequent transfer of Units acquired on exercise of the Option does not violate the Securities Act of 1933, as amended, and may issue stop-transfer orders covering such Units.

Section 4.4. Conditions to Issuance of Units

The Company shall not be required to record the ownership by the Optionee of Units purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions:

- (a) the obtaining of approval or other clearance from any federal, state, local or non-U.S. governmental agency which the Committee shall, in its reasonable and good faith discretion, determine to be necessary or advisable;
- (b) the lapse of such reasonable period of time following the exercise of the Option as the Committee may from time to time establish for reasons of administrative convenience or as may otherwise be required by applicable law; and
- (c) the execution and delivery of the Management Equityholder's Agreement.

Section 4.5. Rights as Unitholder, Member

The Optionee shall not be, and shall not have any of the rights or privileges of, Unitholders or Members of the Company in respect of any Units purchasable upon exercise of the Option or any portion thereof unless and until a book entry representing such Units has been made on the books and records of the Company and the Optionee has been admitted as a Member pursuant to the terms of the LLC Agreement; provided, however, that the Optionee shall be deemed to be admitted as a Member, retroactive to the date of exercise, once the criteria contained in Sections 4.3 and 4.4 hereof have been satisfied.

Section 4.6. Initial Public Offering

In the event of an IPO, the Committee in its sole discretion and without liability to, or the consent or approval of, any Person may provide that all outstanding Options, whether vested or unvested, be converted into options exercisable into or awards based upon, as the case may be, the securities being offered to the public in such IPO.

Section 4.7. Tax Acknowledgments

(a) At the time the Options are exercised, in whole or in part, or at any time thereafter as requested by the Company, the Optionee hereby authorizes withholding from payroll or any other payment of any kind due to Optionee and otherwise agrees to make adequate provision for foreign, federal, state and local taxes, social insurances required by law to be withheld, if any, which arise in connection with the grant, vesting or exercise of the Options or subsequent sale of the Units (the "Tax Obligations"). The Company may require the Optionee to make a cash payment to cover any of the Tax Obligations as a condition of exercise of the Options or issuance Units. The Company shall

have no obligation to deliver Units until the Tax Obligations have been satisfied by the Optionee. The Optionee acknowledges and agrees that the ultimate liability for all Tax Obligations legally due by the Optionee is and remains the Optionee's responsibility and that the Company (i) makes no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Option and (ii) does not commit to structure the terms of the grant or any other aspect of the Option to reduce or eliminate the Optionee's liability for Tax Obligations.

(b) The Committee may, in its sole discretion, permit the Optionee to satisfy, in whole or in part, Tax Obligations either by electing to have the Company withhold from the Units to be issued upon exercise that number of Units, or by electing to deliver to the Company already-owned Units, in either case having a Fair Market Value not in excess of the amount necessary to satisfy the statutory minimum withholding amount due.

ARTICLE V **MISCELLANEOUS**

Section 5.1. Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary, and any notice to be given to the Optionee shall be addressed to the Optionee at the address set forth in the Company's books and records. By a notice given pursuant to this Section 5.1, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of the representative's status and address by written notice under this Section 5.1. Any notice shall have been deemed duly given as set forth in Section 10.4 of the LLC Agreement.

Section 5.2. Survival of Terms; Conflicts

The Option and the Units issued to the Optionee upon exercise of the Option shall be subject to all of the terms and provisions of the Plan and the LLC Agreement, to the extent applicable to the Option and such Units. In the event of any conflict between this Agreement or the Plan and the LLC Agreement, the terms of the Plan and LLC Agreement, respectively, shall control. The provisions of the Agreement shall survive the termination of the Agreement to the extent consistent with, or necessary to carry out, the purposes thereof. In the event of any conflict between this Agreement and the Management Equityholder's Agreement, the Management Equityholder's Agreement shall control.

Section 5.3. Amendment

Subject to Section 10 of the Plan, this Agreement may be amended only by a writing executed by all the parties hereto, which specifically states that it is amending this Agreement.

Section 5.4. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Delaware, without giving effect to the principal of conflict of laws.

Section 5.5. Section Headings; Construction

The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the sections. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms.

Section 5.6. Severability; Entire Agreement

In the event any provision of the Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the illegality, invalidity or unenforceability shall not affect the remaining provisions of the Agreement and such illegal, invalid or unenforceable provision shall be deemed modified as if such provision had not been included.

Section 5.7. No Right of Employment or Service

Nothing contained herein shall confer on the Optionee any right to be continued in the employ or service of the Company and/or any Affiliate, constitute any contract or agreement of employment or other service or as a contractual right to continue in the employ of, or in a service relationship with, the Company or any of its Affiliates for any period of time, or affect an employee’s status as an employee, nor shall anything contained herein affect any rights which the Company and/or an Affiliate may have to change an Optionee’s compensation or other benefits or terminate such person’s employment or association with the Company and/or its Affiliate whether or not such act results in the failure of any of the Options to become exercisable or any other adverse effect on the Optionee’s interests under the Plan, subject to applicable laws.

Section 5.8. Service Acknowledgments

The Optionee hereby acknowledges and agrees as a precondition to accepting the Option that: (i) the grant of the Option is a voluntary one-time benefit which does not create any contractual or other right to receive future grants of options, or compensation in lieu of options, even if options have been granted repeatedly in the past; (ii) all determinations with respect to any such future grants, including, but not limited to, the times when options shall be granted or shall become exercisable, the maximum number of Units subject to each option, and the exercise price, will be at the sole discretion of the Committee; (iii) the value of the Option is an extraordinary item of compensation based on a commercial arrangement and is outside the scope of the Optionee’s employment contract, if any; (iv) the value of the Option is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end-of-service payments or similar payments, or bonuses, long-service awards, pension or retirement benefits; (v) the vesting of the Option ceases upon termination of employment with the

Company (or its Affiliate, as applicable) or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (vi) if the underlying Units do not increase in value, this Option will have no value, nor does the Company guarantee any future value; (vii) the Units may at any time decrease in value; (viii) no claim or entitlement to compensation or damages arises if the Units do not increase in value and the Optionee irrevocably releases the Company and its Affiliates from any such claim that does arise; (ix) any notice period mandated under applicable law shall not be treated as service for the purpose of determining the vesting of the Option and the Optionee's right to vesting of Units in settlement of the Option after termination of service, if any, will be measured by the date of termination of the Optionee's active service and will not be extended by any notice period mandated under applicable laws; (x) subject to the foregoing and the provisions of the Plan, the Company, in its sole discretion, shall determine whether the Optionee's service has terminated and the effective date of such termination; (xi) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement; and (xii) the Optionee is voluntarily participating in the Plan.

Section 5.9. Data Privacy Consent

The Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this document by the Company for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee acknowledges and agrees that the Company holds certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Units or directorships held in the Company, details of all Options or any other entitlement to Units awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor, for the purpose of implementing, administering and managing the Plan ("Data"). The Optionee understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Optionee's country or elsewhere, and that the recipient's country may have different including less stringent data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative. The Optionee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Optionee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Optionee may elect to deposit any Units acquired pursuant to the Option. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Optionee's local human resources representative. The Optionee understands, however, that refusing or withdrawing the Optionee's consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact the Optionee's local human resources representative.

Section 5.10. Foreign Exchange/Exchange Control

The Optionee acknowledges and agrees that the Optionee may be responsible for reporting inbound and/or outbound transactions or fund transfers that exceed a certain amount. The Optionee is advised to seek appropriate professional advice as to how the exchange control and foreign exchange regulations apply to the Options and the Optionee's specific situation and understands that the relevant laws and regulations can change frequently and occasionally on a retroactive basis.

Section 5.11. Home Country Tax Obligations

The Optionee acknowledges and agrees that the Optionee may be responsible for declaring income and paying respective taxes in the Optionee's country of residence / country where the Optionee is working, in connection with the Optionee's participation in the Plan. The Optionee is advised to seek appropriate professional advice as to how the taxation regulations apply to the Options and the Optionee's specific situation and understands that the relevant laws and regulations can change frequently and occasionally on a retroactive basis.

Section 5.12. Translation

To the extent that the Optionee has been provided with a translation of this Agreement, the English language version of this Agreement shall prevail in case of any discrepancies or ambiguities due to translation or inconsistencies or conflicts between different language versions of this Agreement.

Section 5.13. Counterparts

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 5.14. Country-Specific Terms and Conditions

Notwithstanding any other provision of this Agreement to the contrary, the Option shall be subject to the specific terms and conditions, if any, set forth in the Appendix to this Agreement which are applicable to the Optionee's country of residence, the provisions of which are incorporated in and constitute part of this Agreement. Moreover, if the Optionee relocates to one of the countries included in the Appendix, the specific terms and conditions applicable to such country will apply to the Option to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan or this Agreement.

[See Master Signature Page for counterpart signature]

**ADDITIONAL TERMS AND CONDITIONS OF
DESERT NEWCO LLC 2011 UNIT INCENTIVE PLAN
FORM OF UNIT OPTION AGREEMENT
FOR NON-US OPTIONEES**

This Appendix includes additional terms and conditions that govern the Option granted to the Optionee under the Plan if the Optionee resides in one of the countries listed below. Capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Agreement.

The Optionee understands and agrees that the Company strongly recommends that the Optionee not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because applicable rules and regulations regularly change, sometimes on a retroactive basis, and the information may be out of date at the time the Option vests or are exercised or the Units are issued under the Plan.

The Optionee further understands and agrees that if the Optionee is a citizen or resident of a country other than the one in which the Optionee is currently working, transfers employment after grant of the Optionee, or is considered a resident of another country for local law purposes, the information contained herein may not apply to the Optionee, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

BRAZIL

Compliance Notice

By accepting the Option, the Optionee agrees to comply with all applicable Brazilian laws and satisfy all applicable tax and social insurances associated with the vesting and exercise of the Option and the sale of the Units obtained pursuant to the exercise of the Option. That Optionee agrees that, for all legal purposes:, (i) the benefits provided under the Plan are the result of commercial transactions unrelated to the Optionee's employment; (ii) the Plan is not a part of the terms and conditions of the Optionee employment; and (iii) the income from the Option, if any, is not part of the Optionee's remuneration from employment.

Report of Overseas Unit Holdings

Employees holding Units abroad from unit options are required to report such holdings (and subsequent sale) as assets to the tax authorities on their annual income statement.

The Optionee understands and agrees that the Optionee must report Units acquired under the Plan and held abroad or sold to the Central Bank of Brazil on an annual basis in the Declaration of Brazilian Assets Held Abroad if the amount of total assets an employee holds abroad, including Units, exceeds the limit set forth by the Central Bank each year.

Language Confirmation

I, hereby state that I have fluency in English, being able to read and fully understand the content of the documents, Desert Newco LLC 2011 Unit Incentive Plan and Form of Unit Option Agreement, whose copy I was supplied with, and it is written in English.

Thus, I confirm that I read, understood, have no doubts and agree with the terms and clauses of the Desert Newco LLC 2011 Unit Incentive Plan and Form of Unit Option Agreement.

Eu, declaro ter fluência no idioma Inglês, tendo condições de ler e compreender integralmente o teor do documento Desert Newco LLC 2011 Unit Incentive Plan and Form of Unit Option Agreement, cuja cópia me foi fornecida, e que se encontra escrita no idioma Inglês.

Assim, confirmo que li, compreendi, não tenho dúvidas e que estou de acordo com os termos e cláusulas do Desert Newco LLC 2011 Unit Incentive Plan and Form of Unit Option Agreement.

CANADA

Exercise of Option

Notwithstanding Section 4 of this Agreement, the Optionee shall not be permitted to exercise the Option through tender of Units.

Settlement of Option

Notwithstanding any discretion or anything to the contrary in the Plan, the grant of the Option does not provide any right for Optionee to receive a cash payment and the Option will be settled in Units only.

Language Consent

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention (“Agreement”), ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.

CZECH REPUBLIC

Securities Disclaimer

The grant of the Option is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Czech Republic.

Exchange Control

The Optionee may have a reporting requirement if the Czech National Bank, at its discretion, requests information in connection with inbound or outbound fund flows in connection with the Option.

INDIA

Exchange Control Information

The Optionee must repatriate all proceeds received from the sale of Units to India within a reasonable time following the sale (typically within 90 days). The Optionee must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Company requests proof of repatriation. It is the Optionee's responsibility to comply with applicable exchange control laws in India.

MEXICO

Employment and Labor Law Acknowledgments

Through this agreement the Optionee acknowledges that as a [Mexican entity's] employee he/she is entitled to participate in the Company's Unit Option, therefore the Optionee has the entire right to exercise it or not.

The Optionee accepts and acknowledges that his/her sole and exclusive Employer is [Mexican entity], therefore, any and all provisions in this agreement establishing or making reference to the employer, employment, employment agreement or employment relationship, means and refers exclusively to the [Mexican entity], as his/her employer.

The Optionee acknowledges that in no case should the Company be considered his/her Employer and that no employment relationship exist between the Optionee and the Company, therefore Optionee declares that he/she has never been controlled by the Company, received any salary or benefit from the Company, nor performed any activity or service to the Company or under its instructions.

NETHERLANDS

Notification for Dutch Employees

The Optionee should be aware of the Dutch insider trading rules, which may affect the sale of Units acquired under the Plan. In particular, the Optionee may be prohibited from effecting certain Unit transactions if the Optionee has insider information regarding the Company. Below is a discussion of the applicable restrictions. The Optionee is advised to read the discussion carefully to determine whether the insider rules could apply to the Optionee. If it is uncertain whether the insider rules apply, the Company recommends that the Optionee consult with a legal advisor. The Company cannot be held liable if the Optionee violates the Dutch insider trading rules. The Optionee is responsible for ensuring your compliance with these rules.

Prohibition Against Insider Trading

Dutch securities laws prohibit insider trading. The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (Wet op het financieel toezicht or Wft) and in section 2 of the Market Abuse Decree (Besluit marktmisbruik Wft). For further information you are referred to the website of the Authority for the Financial Markets (AFM); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx> .

Given the broad scope of the definition of inside information, certain employees of the Company working at its Dutch Affiliate may have inside information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such inside information. By entering into this Agreement and participating in the Plan, the Optionee acknowledges having read and understood the notification above and acknowledges that it is the Optionee's responsibility to comply with the Dutch insider trading rules, as discussed herein.

Taxation

The difference between the exercise price for which Units can be acquired and the fair market value of the Units at the time of exercise is treated as income out of employment for employees working in the Netherlands as stipulated in section 10a of the Dutch Wage Tax Act 1964. The Dutch employing company of these employees is entitled to withhold wage tax and social security premiums as described in section 4.7. of the Form of Unit Option Agreement. Any income out of exercise of the options will be reported to the Dutch Tax Authorities by the Dutch employing Company under mandatory law.

SINGAPORE

Securities Law Information

The Option is granted in reliance on section 273(1)(f) of the Securities and Futures Act (Cap. 289) ("SFA") for which it is exempt from the prospectus and registration requirements under the SFA.

Director Notification Obligation

If an Optionee is a director, associate director or shadow director of the Company's Subsidiary in Singapore, the Optionee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Subsidiary in Singapore in writing when the Optionee receives an interest (e.g., Options or Units) in the Company or any Subsidiary. In addition, the Optionee must notify the Subsidiary in Singapore when he or she sells Units (including when the Optionee sells Units issued upon exercise of the Option). These notifications must be made within two days of acquiring or disposing of any interest in the Company or any Affiliate. In addition, a notification of the Optionee's interests in the Company or any Affiliate must be made within two days of becoming a director.

**DESERT NEWCO, LLC
FORM OF UNIT OPTION AGREEMENT**

(Time Vesting)

THIS UNIT OPTION AGREEMENT (this “Agreement”), dated as of [Date] (the “Grant Date”) is made by and between Desert Newco, LLC, a Delaware limited liability company (hereinafter referred to as the “Company”), and the individual (the “Optionee”) whose name is set forth on the Master Signature Page hereof, who is a Participant. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Desert Newco, LLC 2011 Unit Incentive Plan, as amended, modified or supplemented from time to time (the “Plan”).

WHEREAS, as an incentive for the Optionee’s efforts in connection with his or her employment by, or performance of other services for, the Company (or its Affiliates, as applicable), the Company wishes to afford the Optionee the opportunity to purchase a number of Units (which Units shall entitle the Optionee to any and all rights and benefits to which the holder of such Units may be provided under the LLC Agreement (as defined below) and the Delaware Limited Liability Company Act), subject to the terms and conditions set forth herein and in the Plan; and

WHEREAS, the Company wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement, pursuant to which the Committee, appointed to administer the Plan, has instructed the undersigned officers to issue this Option.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
DEFINITIONS

Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 1.1. Cause

“Cause” shall mean the definition of “Cause” as defined under applicable laws, in the Employment Agreement or, in the absence of any Employment Agreement or absent a definition of “Cause” in that Employment Agreement or applicable laws, the Optionee’s: (i) willfully engaging in illegal conduct or gross misconduct which is materially injurious to the Company or any of its Subsidiaries; (ii) conviction of, or entry of a plea of nolo contendere or guilty to, a felony or a crime of moral turpitude; (iii) engaging in fraud, misappropriation, embezzlement or any other act or acts of dishonesty resulting or intended to result directly or indirectly in a gain or personal enrichment to the Optionee at the expense of the Company or any of its Subsidiaries; (iv) willful material breach of

any written policies of the Company or any of its Subsidiaries (which policy or policies previously was provided to Optionee); or (v) willful and continual failure to substantially perform his or her duties with the Company or any of its Subsidiaries (other than a failure resulting from his or her incapacity due to physical or mental illness), which failure has continued for a period of at least 30 days after a written demand for substantial performance is delivered to Optionee by the Company or one of its Subsidiaries which specifically identifies the manner in which the Company believes that Optionee has not substantially performed Optionee's duties.

Section 1.2. Determination Date

“Determination Date” means, with respect to a given Fiscal Year, the date on which the Board or a designated committee thereof approves or confirms the financial statements of the Company for the relevant Fiscal Year following the end thereof.

Section 1.3. Employment Agreement

“Employment Agreement” means the employment agreement, if any, specifying the terms of the Optionee's employment by the Company or any of its Subsidiaries.

Section 1.4. Fiscal Year

“Fiscal Year” shall mean any fiscal year of the Company as set forth on <https://gdc/HumanResources/OptionsandEquity/tabid/758/Default.aspx>.

Section 1.5. GD Equity Interests

“GD Equity Interests” shall mean the equity interests in the Company acquired in connection with the Transaction.

Section 1.6. Good Reason

“Good Reason” shall mean the definition of “Good Reason” as defined in the Employment Agreement or, in the absence of any Employment Agreement or absent a definition of “Good Reason” in that Employment Agreement: (i) a significant reduction of Optionee's duties, position, or responsibilities, relative to Optionee's duties, position, or responsibilities in effect immediately prior to a Change in Control; (ii) a material reduction in the kind or level of retirement and welfare employee benefits to which Optionee is entitled immediately prior to the Change in Control; (iii) a reduction in Optionee's base salary or annual cash incentive opportunity as in effect immediately prior to the Change in Control; or (iv) the relocation of Optionee's place of employment to a facility or location more than thirty-five (35) miles from Optionee's current place of employment.

Section 1.7. Grant Date

“Grant Date” shall mean the definition of “Grant Date” as defined in the preamble hereof.

Section 1.8. IPO

“IPO” shall have the same meaning as the term “IPO” is defined in the LLC Agreement.

Section 1.9. Management Equityholder’s Agreement

“Management Equityholder’s Agreement” shall mean that certain Management Equity and Unitholder’s Agreement dated as of the date of this Agreement between the Optionee and the Company.

Section 1.10. Option

“Option” means the option to purchase the Units granted to the Optionee under Section 2.1 of this Agreement.

Section 1.11. LLC Agreement

“LLC Agreement” means the Limited Liability Company Agreement of Desert Newco, LLC, dated effective as of December 16, 2011, as the same may be amended from time to time.

Section 1.12. Sponsors

“Sponsors” shall have the same meaning as the term “Sponsors” is defined in the LLC Agreement.

**ARTICLE II
GRANT OF OPTIONS**

Section 2.1. Grant of Options; Exercise Price

For good and valuable consideration, upon the terms and conditions set forth herein and in the Plan, on and as of the Grant Date, the Company grants to the Optionee an option to purchase any part or all of an aggregate of the number and Units set forth on the Schedule to the Master Signature Page hereof, at the exercise price set forth on such Schedule to the Master Signature Page hereof (which, subject to any adjustment as contemplated herein, is the Fair Market Value per Unit on the Grant Date), without commission or other charge.

**ARTICLE III
PERIOD OF EXERCISABILITY**

Section 3.1. Vesting and Commencement of Exercisability

(a) So long as the Optionee continues to be employed by the Company or any of its Subsidiaries through the relevant vesting date, the Option shall vest and become exercisable as follows:

- (i) One hundred percent (100%) of the Units subject to Option shall vest and become exercisable based on time, such that the Option shall vest and become exercisable pursuant to the following schedule:

Date Option Vests and Becomes Exercisable	Percentage of Units Eligible to Vest and Become Exercisable
Upon the first anniversary of the Grant Date	20%
Upon the second anniversary of the Grant Date	20%
Upon the third anniversary of the Grant Date	20%
Upon the fourth anniversary of the Grant Date	20%
Upon the fifth anniversary of the Grant Date	20%

- (ii) To the extent that Options do not accelerate upon a Change in Control pursuant to Section 3.1(c) and remain outstanding following a Change in Control, in the event that the Optionee's employment is terminated by the Company (or its successor) without Cause or by the Optionee for Good Reason within 90 days before, or on 18 months after a Change in Control, any then unvested Options will become immediately vested and exercisable.

(b) As a condition of receiving any Options, the Optionee hereby waives any and all rights the Optionee currently has to become vested in any unvested equity awards of the Company or its Affiliates upon any termination of employment pursuant to any agreement or arrangement entered into prior to the date hereof.

(c) *Effect of Change in Control*. Notwithstanding any provision of Section 3.1(a) above, upon the earlier occurrence of a Change in Control, so long as the Optionee remains employed with the Company or its Subsidiaries through the date of such Change in Control, then any unvested portion of the Option shall become immediately vested and exercisable as to 100% of the Units subject to such Unit Option immediately prior to the Change in Control if, as a result of such Change in Control, (x) the Sponsors achieve an internal rate of return (determined on a fully diluted basis, assuming inclusion of all Units underlying all then outstanding Awards and any other outstanding options, warrants or other rights to acquire Units) of at least 25% or (y) the Sponsors earn at least 3.0 times the purchase price of the GD Equity Interests acquired, directly or indirectly, by the Sponsors (subject to adjustment by the Committee to the extent any adjustment to the Options occurs pursuant to Section 8 of the Plan), in each case of clause (x) and (y), based on cash received by the Sponsors on a cumulative basis (excluding tax distributions and after deduction for any applicable transaction expenses).

(d) Notwithstanding the foregoing, no portion of the Option shall vest and become exercisable as to any additional Units (which portion has not otherwise vested and become exercisable in accordance with Sections 3.1(a) or (c) above) following the termination of employment of the Optionee with the Company and its Subsidiaries for any reason, and the portion of the Option that is unvested and unexercisable as of the Optionee's termination of employment with the Company and its Subsidiaries shall immediately expire upon such termination without consideration.

Section 3.2. Expiration of Option

The Optionee may not exercise the exercisable portion of the Option to any extent and the unexercised portion of the Option shall terminate without consideration, upon the first to occur of the following events:

(a) the tenth anniversary of the Grant Date;

(b) the first anniversary of the date of the Optionee's termination of employment with the Company and its Subsidiaries, if such employment is terminated by reason of death or Disability; or

(c) one hundred eighty (180) days after the date of an Optionee's termination of employment by the Company or any of its Subsidiaries without Cause (for any reason other than as set forth in Section 3.2(b)) or by the Optionee for Good Reason; or

(d) immediately upon the date of the Optionee's termination of employment by the Company or its Subsidiaries or Affiliates for Cause; or

(e) ninety (90) days after termination of employment with the Company and its Subsidiaries by the Optionee without Good Reason; or

(f) if the Committee so determines pursuant to Section 8 of the Plan.

ARTICLE IV **EXERCISE OF OPTION**

Section 4.1. Person Eligible to Exercise

Except as expressly provided for herein or in the Management Equityholder's Agreement, during the lifetime of the Optionee, only the Optionee may exercise the Option or any portion thereof. After the Disability or death of the Optionee, any vested and exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.2, be exercised by the Optionee's legatees, personal representatives, or distributees.

Section 4.2. Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.2; provided however, that any partial exercise shall be for whole Units only.

Section 4.3. Manner of Exercise

The Option, or any portion thereof, which is vested and exercisable, may be exercised solely by delivering to the Secretary of the Company all of the following prior to the time when the Option or such portion becomes unexercisable under Section 3.2:

(a) notice in writing signed by the Optionee or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Committee;

(b) full payment (in cash, by check, in Units (any such Units valued at Fair Market Value on the date of exercise), provided that Units may not be used for payment without the express consent of the Committee if such payment would result in adverse accounting consequences to the Company, through the withholding of Units (any such Units valued at Fair Market Value on the date of exercise) otherwise issuable upon the exercise of the Unit Option in a manner that is compliant with applicable law, or a combination of the foregoing methods; provided, that the Optionee will pay any taxes due in respect of such exercise in cash) for the Units with respect to which the Option or portion thereof is exercised;

(c) execution, to the extent not previously executed, of the Management Equityholder's Agreement, pursuant to which agreement the Optionee shall also become subject to the LLC Agreement and such other documents and instruments as may be required by the Committee under the Plan;

(d) full payment to the Company of all amounts which, under federal, state or local law, it (or an Affiliate) is required to withhold upon exercise of the Option, except as otherwise agreed to by the Company under the Plan;

(e) in the event the Option or portion thereof shall be exercised pursuant to Section 4.1 by any person or persons other than the Optionee, appropriate proof of the right of such person or persons to exercise the option; and

(f) if so requested by the Committee, an irrevocable voting proxy and power of attorney in favor of a designated member of the Board.

Without limiting the generality of the foregoing, the Committee may require an opinion of counsel acceptable to it to the effect that any subsequent transfer of Units acquired on exercise of the Option does not violate the Securities Act of 1933, as amended, and may issue stop-transfer orders covering such Units.

Section 4.4. Conditions to Issuance of Units

The Company shall not be required to record the ownership by the Optionee of Units purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions:

- (a) the obtaining of approval or other clearance from any federal, state, local or non-U.S. governmental agency which the Committee shall, in its reasonable and good faith discretion, determine to be necessary or advisable;
- (b) the lapse of such reasonable period of time following the exercise of the Option as the Committee may from time to time establish for reasons of administrative convenience or as may otherwise be required by applicable law; and
- (c) the execution and delivery of the Management Equityholder's Agreement.

Section 4.5 Rights as Unitholder, Member

The Optionee shall not be, and shall not have any of the rights or privileges of, Unitholders or Members of the Company in respect of any Units purchasable upon exercise of the Option or any portion thereof unless and until a book entry representing such Units has been made on the books and records of the Company and the Optionee has been admitted as a Member pursuant to the terms of the LLC Agreement; provided, however, that the Optionee shall be deemed to be admitted as a Member, retroactive to the date of exercise, once the criteria contained in Sections 4.3 and 4.4 hereof have been satisfied.

Section 4.6. Initial Public Offering

In the event of an IPO, the Committee in its sole discretion and without liability to, or the consent or approval of, any Person may provide that all outstanding Options, whether vested or unvested, be converted into options exercisable into or awards based upon, as the case may be, the securities being offered to the public in such IPO.

Section 4.7. Tax Acknowledgments

(a) At the time the Options are exercised, in whole or in part, or at any time thereafter as requested by the Company, the Optionee hereby authorizes withholding from payroll or any other payment of any kind due to Optionee and otherwise agrees to make adequate provision for foreign, federal, state and local taxes, social insurances required by law to be withheld, if any, which arise in connection with the grant, vesting or exercise of the Options or subsequent sale of the Units (the "Tax Obligations"). The Company may require the Optionee to make a cash payment to cover any of the Tax Obligations as a condition of exercise of the Options or issuance Units. The Company shall have no obligation to deliver Units until the Tax Obligations have been satisfied by the Optionee. The Optionee acknowledges and agrees that the ultimate liability for all Tax Obligations legally due by the Optionee is and remains the Optionee's responsibility and that the Company (i) makes no

representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the Option and (ii) does not commit to structure the terms of the grant or any other aspect of the Option to reduce or eliminate the Optionee's liability for Tax Obligations.

(b) The Committee may, in its sole discretion, permit the Optionee to satisfy, in whole or in part, Tax Obligations either by electing to have the Company withhold from the Units to be issued upon exercise that number of Units, or by electing to deliver to the Company already-owned Units, in either case having a Fair Market Value not in excess of the amount necessary to satisfy the statutory minimum withholding amount due.

ARTICLE V **MISCELLANEOUS**

Section 5.1. Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary, and any notice to be given to the Optionee shall be addressed to the Optionee at the address set forth in the Company's books and records. By a notice given pursuant to this Section 5.1, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of the representative's status and address by written notice under this Section 5.1. Any notice shall have been deemed duly given as set forth in Section 10.4 of the LLC Agreement.

Section 5.2. Survival of Terms; Conflicts

The Option and the Units issued to the Optionee upon exercise of the Option shall be subject to all of the terms and provisions of the Plan and the LLC Agreement, to the extent applicable to the Option and such Units. In the event of any conflict between this Agreement or the Plan and the LLC Agreement, the terms of the Plan and LLC Agreement, respectively, shall control. The provisions of the Agreement shall survive the termination of the Agreement to the extent consistent with, or necessary to carry out, the purposes thereof. In the event of any conflict between this Agreement and the Management Equityholder's Agreement, the Management Equityholder's Agreement shall control.

Section 5.3. Amendment

Subject to Section 10 of the Plan, this Agreement may be amended only by a writing executed by all the parties hereto, which specifically states that it is amending this Agreement.

Section 5.4. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Delaware, without giving effect to the principal of conflict of laws.

Section 5.5. Section Headings; Construction

The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the sections. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms.

Section 5.6. Severability; Entire Agreement

In the event any provision of the Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the illegality, invalidity or unenforceability shall not affect the remaining provisions of the Agreement and such illegal, invalid or unenforceable provision shall be deemed modified as if such provision had not been included.

Section 5.7. No Right of Employment or Service

Nothing contained herein shall confer on the Optionee any right to be continued in the employ or service of the Company and/or any Affiliate, constitute any contract or agreement of employment or other service or as a contractual right to continue in the employ of, or in a service relationship with, the Company or any of its Affiliates for any period of time, or affect an employee’s status as an employee, nor shall anything contained herein affect any rights which the Company and/or an Affiliate may have to change an Optionee’s compensation or other benefits or terminate such person’s employment or association with the Company and/or its Affiliate whether or not such act results in the failure of any of the Options to become exercisable or any other adverse effect on the Optionee’s interests under the Plan, subject to applicable laws.

Section 5.8. Service Acknowledgments

The Optionee hereby acknowledges and agrees as a precondition to accepting the Option that: (i) the grant of the Option is a voluntary one-time benefit which does not create any contractual or other right to receive future grants of options, or compensation in lieu of options, even if options have been granted repeatedly in the past; (ii) all determinations with respect to any such future grants, including, but not limited to, the times when options shall be granted or shall become exercisable, the maximum number of Units subject to each option, and the exercise price, will be at the sole discretion of the Committee; (iii) the value of the Option is an extraordinary item of compensation based on a commercial arrangement and is outside the scope of the Optionee’s employment contract, if any; (iv) the value of the Option is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end-of-service payments or similar payments, or bonuses, long-service awards, pension or retirement benefits; (v) the vesting of the Option ceases upon termination of employment with the Company (or its Affiliate, as applicable) or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (vi) if the underlying Units do not increase in value, this Option will have no value, nor does the Company guarantee any future value; (vii) the Units may at any time decrease in value; (viii) no claim or entitlement to compensation or damages arises if the Units do not increase in value and the Optionee irrevocably releases the Company and

its Affiliates from any such claim that does arise; (ix) any notice period mandated under applicable law shall not be treated as service for the purpose of determining the vesting of the Option and the Optionee's right to vesting of Units in settlement of the Option after termination of service, if any, will be measured by the date of termination of the Optionee's active service and will not be extended by any notice period mandated under applicable laws; (x) subject to the foregoing and the provisions of the Plan, the Company, in its sole discretion, shall determine whether the Optionee's service has terminated and the effective date of such termination; (xi) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement; and (xii) the Optionee is voluntarily participating in the Plan.

Section 5.9. Data Privacy Consent

The Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Optionee's personal data as described in this document by the Company for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan. The Optionee acknowledges and agrees that the Company holds certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Units or directorships held in the Company, details of all Options or any other entitlement to Units awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor, for the purpose of implementing, administering and managing the Plan ("Data"). The Optionee understands that Data may be transferred to any third parties assisting in the implementation, administration and management of the Plan, that these recipients may be located in the Optionee's country or elsewhere, and that the recipient's country may have different including less stringent data privacy laws and protections than the Optionee's country. The Optionee understands that he or she may request a list with the names and addresses of any potential recipients of the Data by contacting the Optionee's local human resources representative. The Optionee authorizes the recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Optionee's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Optionee may elect to deposit any Units acquired pursuant to the Option. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. The Optionee understands that he or she may, at any time, view Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Optionee's local human resources representative. The Optionee understands, however, that refusing or withdrawing the Optionee's consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact the Optionee's local human resources representative.

Section 5.10. Foreign Exchange/Exchange Control

The Optionee acknowledges and agrees that the Optionee may be responsible for reporting inbound and/or outbound transactions or fund transfers that exceed a certain amount. The Optionee is advised to seek appropriate professional advice as to how the exchange control and foreign exchange regulations apply to the Options and the Optionee's specific situation and understands that the relevant laws and regulations can change frequently and occasionally on a retroactive basis.

Section 5.11. Home Country Tax Obligations

The Optionee acknowledges and agrees that the Optionee may be responsible for declaring income and paying respective taxes in the Optionee's country of residence / country where the Optionee is working, in connection with the Optionee's participation in the Plan. The Optionee is advised to seek appropriate professional advice as to how the taxation regulations apply to the Options and the Optionee's specific situation and understands that the relevant laws and regulations can change frequently and occasionally on a retroactive basis.

Section 5.12. Translation

To the extent that the Optionee has been provided with a translation of this Agreement, the English language version of this Agreement shall prevail in case of any discrepancies or ambiguities due to translation or inconsistencies or conflicts between different language versions of this Agreement.

Section 5.13. Counterparts

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 5.14. Country-Specific Terms and Conditions

Notwithstanding any other provision of this Agreement to the contrary, the Option shall be subject to the specific terms and conditions, if any, set forth in the Appendix to this Agreement which are applicable to the Optionee's country of residence, the provisions of which are incorporated in and constitute part of this Agreement. Moreover, if the Optionee relocates to one of the countries included in the Appendix, the specific terms and conditions applicable to such country will apply to the Option to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with applicable law or facilitate the administration of the Plan or this Agreement.

[See Master Signature Page for counterpart signature]

**ADDITIONAL TERMS AND CONDITIONS OF
DESERT NEWCO LLC 2011 UNIT INCENTIVE PLAN
FORM OF UNIT OPTION AGREEMENT
FOR NON-US OPTIONEES**

This Appendix includes additional terms and conditions that govern the Option granted to the Optionee under the Plan if the Optionee resides in one of the countries listed below. Capitalized terms used but not defined in this Appendix have the meanings set forth in the Plan and/or the Agreement.

The Optionee understands and agrees that the Company strongly recommends that the Optionee not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because applicable rules and regulations regularly change, sometimes on a retroactive basis, and the information may be out of date at the time the Option vests or are exercised or the Units are issued under the Plan.

The Optionee further understands and agrees that if the Optionee is a citizen or resident of a country other than the one in which the Optionee is currently working, transfers employment after grant of the Optionee, or is considered a resident of another country for local law purposes, the information contained herein may not apply to the Optionee, and the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply.

BRAZIL

Compliance Notice

By accepting the Option, the Optionee agrees to comply with all applicable Brazilian laws and satisfy all applicable tax and social insurances associated with the vesting and exercise of the Option and the sale of the Units obtained pursuant to the exercise of the Option. That Optionee agrees that, for all legal purposes:, (i) the benefits provided under the Plan are the result of commercial transactions unrelated to the Optionee's employment; (ii) the Plan is not a part of the terms and conditions of the Optionee employment; and (iii) the income from the Option, if any, is not part of the Optionee's remuneration from employment.

Report of Overseas Unit Holdings

Employees holding Units abroad from unit options are required to report such holdings (and subsequent sale) as assets to the tax authorities on their annual income statement.

The Optionee understands and agrees that the Optionee must report Units acquired under the Plan and held abroad or sold to the Central Bank of Brazil on an annual basis in the Declaration of Brazilian Assets Held Abroad if the amount of total assets an employee holds abroad, including Units, exceeds the limit set forth by the Central Bank each year.

Language Confirmation

I, hereby state that I have fluency in English, being able to read and fully understand the content of the documents, Desert Newco LLC 2011 Unit Incentive Plan and Form of Unit Option Agreement, whose copy I was supplied with, and it is written in English.

Thus, I confirm that I read, understood, have no doubts and agree with the terms and clauses of the Desert Newco LLC 2011 Unit Incentive Plan and Form of Unit Option Agreement.

Eu, declaro ter fluência no idioma Inglês, tendo condições de ler e compreender integralmente o teor do documento Desert Newco LLC 2011 Unit Incentive Plan and Form of Unit Option Agreement, cuja cópia me foi fornecida, e que se encontra escrita no idioma Inglês.

Assim, confirmo que li, compreendi, não tenho dúvidas e que estou de acordo com os termos e cláusulas do Desert Newco LLC 2011 Unit Incentive Plan and Form of Unit Option Agreement.

CANADA

Exercise of Option

Notwithstanding Section 4 of this Agreement, the Optionee shall not be permitted to exercise the Option through tender of Units.

Settlement of Option

Notwithstanding any discretion or anything to the contrary in the Plan, the grant of the Option does not provide any right for Optionee to receive a cash payment and the Option will be settled in Units only.

Language Consent

The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

Les parties reconnaissent avoir exigé la rédaction en anglais de cette convention (“Agreement”), ainsi que de tous documents exécutés, avis donnés et procédures judiciaires intentées, directement ou indirectement, relativement à la présente convention.

CZECH REPUBLIC

Securities Disclaimer

The grant of the Option is exempt from the requirement to publish a prospectus under the EU Prospectus Directive as implemented in the Czech Republic.

Exchange Control

The Optionee may have a reporting requirement if the Czech National Bank, at its discretion, requests information in connection with inbound or outbound fund flows in connection with the Option.

INDIA

Exchange Control Information

The Optionee must repatriate all proceeds received from the sale of Units to India within a reasonable time following the sale (typically within 90 days). The Optionee must maintain the foreign inward remittance certificate received from the bank where the foreign currency is deposited in the event that the Reserve Bank of India or the Company requests proof of repatriation. It is the Optionee's responsibility to comply with applicable exchange control laws in India.

MEXICO

Employment and Labor Law Acknowledgments

Through this agreement the Optionee acknowledges that as a [Mexican entity's] employee he/she is entitled to participate in the Company's Unit Option, therefore the Optionee has the entire right to exercise it or not.

The Optionee accepts and acknowledges that his/her sole and exclusive Employer is [Mexican entity], therefore, any and all provisions in this agreement establishing or making reference to the employer, employment, employment agreement or employment relationship, means and refers exclusively to the [Mexican entity], as his/her employer.

The Optionee acknowledges that in no case should the Company be considered his/her Employer and that no employment relationship exist between the Optionee and the Company, therefore Optionee declares that he/she has never been controlled by the Company, received any salary or benefit from the Company, nor performed any activity or service to the Company or under its instructions.

NETHERLANDS

Notification for Dutch Employees

The Optionee should be aware of the Dutch insider trading rules, which may affect the sale of Units acquired under the Plan. In particular, the Optionee may be prohibited from effecting certain Unit transactions if the Optionee has insider information regarding the Company. Below is a discussion of the applicable restrictions. The Optionee is advised to read the discussion carefully to determine whether the insider rules could apply to the Optionee. If it is uncertain whether the insider rules apply, the Company recommends that the Optionee consult with a legal advisor. The Company cannot be held liable if the Optionee violates the Dutch insider trading rules. The Optionee is responsible for ensuring your compliance with these rules.

Prohibition Against Insider Trading

Dutch securities laws prohibit insider trading. The regulations are based upon the European Market Abuse Directive and are stated in section 5:56 of the Dutch Financial Supervision Act (Wet op het financieel toezicht or Wft) and in section 2 of the Market Abuse Decree (Besluit marktmisbruik Wft). For further information you are referred to the website of the Authority for the Financial Markets (AFM); <http://www.afm.nl/~media/Files/brochures/2012/insider-dealing.ashx>.

Given the broad scope of the definition of inside information, certain employees of the Company working at its Dutch Affiliate may have inside information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such inside information. By entering into this Agreement and participating in the Plan, the Optionee acknowledges having read and understood the notification above and acknowledges that it is the Optionee's responsibility to comply with the Dutch insider trading rules, as discussed herein.

Taxation

The difference between the exercise price for which Units can be acquired and the fair market value of the Units at the time of exercise is treated as income out of employment for employees working in the Netherlands as stipulated in section 10a of the Dutch Wage Tax Act 1964. The Dutch employing company of these employees is entitled to withhold wage tax and social security premiums as described in section 4.7. of the Form of Unit Option Agreement. Any income out of exercise of the options will be reported to the Dutch Tax Authorities by the Dutch employing Company under mandatory law.

SINGAPORE

Securities Law Information

The Option is granted in reliance on section 273(1)(f) of the Securities and Futures Act (Cap. 289) ("SFA") for which it is exempt from the prospectus and registration requirements under the SFA.

Director Notification Obligation

If an Optionee is a director, associate director or shadow director of the Company's Subsidiary in Singapore, the Optionee is subject to certain notification requirements under the Singapore Companies Act. Among these requirements is an obligation to notify the Subsidiary in Singapore in writing when the Optionee receives an interest (e.g., Options or Units) in the Company or any Subsidiary. In addition, the Optionee must notify the Subsidiary in Singapore when he or she sells Units (including when the Optionee sells Units issued upon exercise of the Option). These notifications must be made within two days of acquiring or disposing of any interest in the Company or any Affiliate. In addition, a notification of the Optionee's interests in the Company or any Affiliate must be made within two days of becoming a director.

UK SUB-PLAN

TO THE

**DESERT NEWCO, LLC
2011 UNIT INCENTIVE PLAN**

FORM OF UNIT OPTION AGREEMENT

(Time & Performance Vesting)

THIS UNIT OPTION AGREEMENT (this “**Agreement**”), dated as of [Date] (the “**Grant Date**”) is made by and between Desert Newco, LLC, a Delaware limited liability company (hereinafter referred to as the “**Company**”), and the individual (the “**Optionee**”) whose name is set forth on the Master Signature Page hereof, who is a Participant. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the UK Sub-Plan to the Desert Newco, LLC 2011 Unit Incentive Plan, as amended, modified or supplemented from time to time (the “**Plan**”).

WHEREAS, as an incentive for the Optionee’s efforts in connection with his or her employment by, or performance of other services for, the Company (or its Affiliates, as applicable), the Company wishes to afford the Optionee the opportunity to purchase a number of Units (which Units shall entitle the Optionee to any and all rights and benefits to which the holder of such Units may be provided under the LLC Agreement (as defined below) and the Delaware Limited Liability Company Act), subject to the terms and conditions set forth herein and in the Plan; and

WHEREAS, the Company wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement, pursuant to which the Committee, appointed to administer the Plan, has instructed the undersigned officers to issue this Option.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
DEFINITIONS

Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 1.1. Cause

“**Cause**” shall mean the definition of “Cause” as defined in the Employment Agreement or, in the absence of any Employment Agreement, the Optionee’s: (i) willfully engaging in illegal conduct or gross misconduct which is materially injurious to the Company or any of its Subsidiaries; (ii) conviction of a crime of moral turpitude; (iii) engaging in fraud, misappropriation, embezzlement or any other act or acts of dishonesty resulting or intended to result directly or indirectly in a gain or personal enrichment to the Optionee at the expense of the Company or any of its Subsidiaries; (iv) willful material breach of any written policies of the Company or any of its Subsidiaries (which policy or policies previously was

provided to Optionee); or (v) willful and continual failure to substantially perform his or her duties with the Company or any of its Subsidiaries (other than a failure resulting from his or her incapacity due to physical or mental illness), which failure has continued for a period of at least 30 days after a written demand for substantial performance is delivered to Optionee by the Company or one of its Subsidiaries which specifically identifies the manner in which the Company believes that Optionee has not substantially performed Optionee's duties.

Section 1.2. Determination Date

“Determination Date” means, with respect to a given Fiscal Year, the date on which the Board or a designated committee thereof approves or confirms the financial statements of the Company for the relevant Fiscal Year following the end thereof.

Section 1.3. Employment Agreement

“Employment Agreement” means the employment agreement, if any, specifying the terms of the Optionee's employment by the Company or any of its Subsidiaries.

Section 1.4. Fiscal Year

“Fiscal Year” shall mean any fiscal year of the Company as set forth on <https://gdc/HumanResources/OptionsandEquity/tabid/758/Default.aspx>.

Section 1.5. GD Equity Interests

“GD Equity Interests” shall mean the equity interests in the Company acquired in connection with the Transaction.

Section 1.6. Good Reason

“Good Reason” shall mean the definition of “Good Reason” as defined in the Employment Agreement or, in the absence of any Employment Agreement: (i) a significant reduction of Optionee's duties, position, or responsibilities, relative to Optionee's duties, position, or responsibilities in effect immediately prior to a Change in Control; (ii) a material reduction in the kind or level of retirement and welfare employee benefits to which Optionee is entitled immediately prior to the Change in Control; (iii) a reduction in Optionee's base salary or annual cash incentive opportunity as in effect immediately prior to the Change in Control; or (iv) the relocation of Optionee's place of employment to a facility or location more than thirty-five (35) miles from Optionee's current place of employment.

Section 1.7. Grant Date

“Grant Date” shall mean the definition of “Grant Date” as defined in the preamble hereof.

Section 1.8. IPO

“IPO” shall have the same meaning as the term “IPO” is defined in the LLC Agreement.

Section 1.9. Management Equityholder's Agreement

“Management Equityholder's Agreement” shall mean that certain Management Equity and Unitholder's Agreement dated as of the date of this Agreement between the Optionee and the Company.

Section 1.10. Option

“Option” means the option to purchase the Units granted to the Optionee under Section 2.1 of this Agreement.

Section 1.11. LLC Agreement

“LLC Agreement” means the Limited Liability Company Agreement of Desert Newco, LLC, dated effective as of December 16, 2011, as the same may be amended from time to time.

Section 1.12. Sponsors

“Sponsors” shall have the same meaning as the term “Sponsors” is defined in the LLC Agreement.

**ARTICLE II
GRANT OF OPTIONS**

Section 2.1. Grant of Options; Exercise Price

For good and valuable consideration, upon the terms and conditions set forth herein and in the Plan, on and as of the Grant Date, the Company grants to the Optionee an option to purchase any part or all of an aggregate of the number and Units set forth on the Schedule to the Master Signature Page hereof, at the exercise price set forth on such Schedule to the Master Signature Page hereof (which, subject to any adjustment as contemplated herein, is the Fair Market Value per Unit on the Grant Date), without commission or other charge.

**ARTICLE III
PERIOD OF EXERCISABILITY**

Section 3.1. Section 3.1. Vesting and Commencement of Exercisability

(a) So long as the Optionee continues to be employed by the Company or any of its Subsidiaries through the relevant vesting date, the Option shall vest and become exercisable as follows:

(i) Performance Option.

(A) Forty percent (40%) of the Units subject to Option shall be eligible to vest and become exercisable based on the Company's performance as specified in this paragraph (the “Performance Options”). In the event that the Company achieves the revenue and adjusted cash flow targets as set forth in <https://gdc/HumanResources/OptionsandEquity/tabid/758/Default.aspx> (the “Annual Performance Target”) for a given Fiscal Year (or portion thereof) as reasonably determined in good faith by the Committee, the percentage of the Performance Options set forth next to such Fiscal Year (or portion thereof) in the table below shall vest and become exercisable as of the applicable Determination Date. The Fiscal Years on which the vesting of the Performance Options are based will be determined by the Committee and will be as indicated on the Employee's Master Signature Page.

<u>Applicable Performance Period</u>	<u>Percentage of Units Subject to Performance Options Eligible to Vest and Become Exercisable</u>
End of Fiscal Year 1	20%
End of Fiscal Year 2	20%
End of Fiscal Year 3	20%
End of Fiscal Year 4	20%
End of Fiscal Year 5	20%

(B) Notwithstanding the foregoing, in the event that either or both component(s) of the Annual Performance Target is not achieved in a particular Fiscal Year (a “Missed Year”), then that portion of the Performance Option that was eligible to vest and become exercisable but failed to so vest and become exercisable due to the Company’s failure to achieve either or both component(s) of the Annual Performance Target for such Missed Year shall be eligible to vest and become exercisable at the end of the Fiscal Year immediately following the Missed Year (the “Subsequent Year”) as provided in this paragraph, but only if the Optionee continues to be employed by the Company or any of its Subsidiaries as of the end of the Subsequent Year. In the event that, in the Subsequent Year, the Company exceeds the target for either or both of the component(s) of the Annual Performance Target for such Subsequent Year, then the amount of such excess may be added to the amount achieved with respect to the applicable component of the Annual Performance Target in the Missed Year. If, after giving effect to the addition(s) contemplated by the immediately preceding sentence, both components of the Annual Performance Target are satisfied for the Missed Year, the Performance Options eligible to have vested and become exercisable in the Missed Year shall vest and become exercisable as of the end of the Subsequent Year. To the extent that any Performance Options which did not initially vest at the end of the Missed Year do not vest at the end of the Subsequent Year, such Performance Options shall expire as of the end of such Subsequent Year without consideration.

(ii) Time Option.

(A) Sixty percent (60%) of the Units subject to Option shall vest and become exercisable based on time (the “Time Options”), such that the Time Option shall vest and become exercisable pursuant to the following schedule:

<u>Date Time Option Vests and Becomes Exercisable</u>	<u>Percentage of Units Subject to Time Options Eligible to Vest and Become Exercisable</u>
Upon the first anniversary of the Grant Date	20%
Upon the second anniversary of the Grant Date	20%
Upon the third anniversary of the Grant Date	20%
Upon the fourth anniversary of the Grant Date	20%
Upon the fifth anniversary of the Grant Date	20%

(B) Notwithstanding Section 3.1(a)(ii)(A) above, to the extent that Time Options do not accelerate upon a Change in Control pursuant to Section 3.1(c) and remain outstanding following a Change in Control, in the event that the Optionee's employment is terminated by the Company (or its successor) without Cause or by the Optionee for Good Reason within 90 days before, or on 18 months after a Change in Control, any then unvested Time Options will become immediately vested and exercisable.

(b) As a condition of receiving any Options, the Optionee hereby waives any and all rights the Optionee currently has to become vested in any unvested equity awards of the Company or its Affiliates upon any termination of employment pursuant to any agreement or arrangement entered into prior to the date hereof.

(c) *Effect of Change in Control*. Notwithstanding any provision of Section 3.1(a) above, upon the earlier occurrence of a Change in Control, so long as the Optionee remains employed with the Company or its Subsidiaries through the date of such Change in Control, then any unvested portion of the Time Option and the Performance Option shall become immediately vested and exercisable as to 100% of the Units subject to such Unit Option immediately prior to the Change in Control if, as a result of such Change in Control, (x) the Sponsors achieve an internal rate of return (determined on a fully diluted basis, assuming inclusion of all Units underlying all then outstanding Awards and any other outstanding options, warrants or other rights to acquire Units) of at least 25% or (y) the Sponsors earn at least 3.0 times the purchase price of the GD Equity Interests acquired, directly or indirectly, by the Sponsors (subject to adjustment by the Committee to the extent any adjustment to the Options occurs pursuant to Section 8 of the Plan), in each case of clause (x) and (y), based on cash received by the Sponsors on a cumulative basis (excluding tax distributions and after deduction for any applicable transaction expenses).

(d) Notwithstanding the foregoing, no portion of the Option shall vest and become exercisable as to any additional Units (which portion has not otherwise vested and become exercisable in accordance with Sections 3.1(a) or (c) above) following the termination of employment of the Optionee with the Company and its Subsidiaries for any reason (other than provided for in Section 3.1(a)(ii)(B) above), and the portion of the Option that is unvested and unexercisable as of the Optionee's termination of employment with the Company and its Subsidiaries shall immediately expire upon such termination without consideration.

Section 3.2. Expiration of Option

The Optionee may not exercise the exercisable portion of the Option to any extent and the unexercised portion of the Option shall terminate without consideration, upon the first to occur of the following events:

(a) the tenth anniversary of the Grant Date;

(b) the first anniversary of the date of the Optionee's termination of employment with the Company and its Subsidiaries, if such employment is terminated by reason of death or Disability; or

(c) one hundred eighty (180) days after the date of an Optionee's termination of employment by the Company or any of its Subsidiaries without Cause (for any reason other than as set forth in Section 3.2(b)) or by the Optionee for Good Reason; or

(d) immediately upon the date of the Optionee's termination of employment by the Company or its Subsidiaries or Affiliates for Cause; or

(e) ninety (90) days after termination of employment with the Company and its Subsidiaries by the Optionee without Good Reason; or

(f) if the Committee so determines pursuant to Section 8 of the Plan.

ARTICLE IV **EXERCISE OF OPTION**

Section 4.1. Person Eligible to Exercise

Except as expressly provided for herein or in the Management Equityholder's Agreement, during the lifetime of the Optionee, only the Optionee may exercise the Option or any portion thereof. After the Disability or death of the Optionee, any vested and exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.2, be exercised by the Optionee's Personal Representative.

Section 4.2. Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.2; provided however, that any partial exercise shall be for whole Units only.

Section 4.3. Manner of Exercise

The Option, or any portion thereof, which is vested and exercisable, may be exercised solely by delivering to the Secretary of the Company all of the following prior to the time when the Option or such portion becomes unexercisable under Section 3.2:

(a) notice in writing signed by the Optionee or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Committee;

(b) full payment (in cash, by cheque, or a combination of the foregoing methods; provided, that the Optionee will pay any taxes due (including the Option Tax Liability and Secondary NIC Liability) in respect of such exercise in cash) for the Units with respect to which the Option or portion thereof is exercised;

(c) execution, to the extent not previously executed, of the Management Equityholder's Agreement, pursuant to which agreement the Optionee shall also become subject to the LLC Agreement

and such other documents and instruments as may be required by the Committee under the Plan, including the signed Joint Election and the signed Section 431 Elections (attached at Appendix 1 and Appendix 2).

(d) full payment to the Company of all amounts which, under federal, state or local law, it is required to withhold upon exercise of the Option (including the Option Tax Liability and Secondary NIC Liability);

(e) in the event the Option or portion thereof shall be exercised pursuant to Section 4.1 by the Optionee's Personal Representative, appropriate proof of the right of such person or persons to exercise the option; and

(f) if so requested by the Committee, an irrevocable voting proxy and power of attorney in favour of a designated member of the Board.

Without limiting the generality of the foregoing, the Committee may require an opinion of counsel acceptable to it to the effect that any subsequent transfer of Units acquired on exercise of the Option does not violate the Securities Act of 1933, as amended, and may issue stop-transfer orders covering such Units.

Section 4.4. Tax Obligations

1.1 Withholding . In the event that the Company determines that it or any Subsidiary is required to account to HM Revenue & Customs for the Option Tax Liability and any Secondary NIC Liability or to withhold any other tax as a result of the exercise of this Option, the Optionee, as a condition to the exercise of the Option, shall make arrangements satisfactory to the Company to enable it or any Subsidiary to satisfy all withholding liabilities. The Optionee shall also make arrangements satisfactory to the Company to enable it to satisfy any withholding requirements that may arise in connection with the vesting or disposition of Units purchased by exercising this Option.

1.2 Tax Consultation . Optionee understands that he or she may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Units. Optionee represents that he or she will consult with any tax advisors Optionee deems appropriate in connection with the purchase or disposition of the Units and that Optionee is not relying on the Company or any Affiliate for any tax advice.

1.3 Section 431 Election . As a further condition of the exercise of this Option, the Optionee shall have signed a Section 431 Elections in the form set out in Appendix 1 and Appendix 2 or in such other form as may be determined by HM Revenue & Customs from time to time.

1.4 Employer's National Insurance Charges . As a further condition of the exercise of an Option under the Plan the Optionee shall join with the Company or any other company or person who is or becomes a Secondary Contributor in making a Joint Election which has been approved by HM Revenue & Customs, for the transfer of the whole of any Secondary NIC Liability.

1.5 Optionee's Tax Indemnity .

- (i) **Indemnity** . To the extent permitted by law, the Optionee hereby agrees to indemnify and keep indemnified the Company, and the Company as trustee for and on behalf of any related corporation, for any Option Tax Liability and Secondary NIC Liability.
- (ii) **No Obligation to Issue Units** . The Company shall not be obliged to allot, issue or transfer any Units or any interest in Units pursuant to the exercise of this Option unless and until the Optionee has paid to the Company such sum as is, in the opinion of the Company, sufficient to indemnify the Company in full against the Option Tax Liability and the Secondary NIC Liability, or the Optionee has made such other arrangement as in the opinion of the Company will ensure that the full amount of any Option Tax Liability and any Secondary NIC Liability will be recovered from the Optionee within such period as the Company may then determine.
- (iii) **Right of Retention** . In the absence of any such other arrangement being made, the Company shall have the right to retain out of the aggregate number of Units to which the Optionee would have otherwise been entitled upon the exercise of this Option, such number of Units as, in the opinion of the Company, will enable the Company to sell as agent for the Optionee (at the best price which can reasonably expect to be obtained at the time of the sale) and to pay over to the Company sufficient monies out of the net proceeds of sale, after deduction of all fees, commissions and expenses incurred in relation to such sale, to satisfy the Optionee's liability under such indemnity.

Section 4.5. Conditions to Issuance of Units

The Company shall not be required to record the ownership by the Optionee of Units purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions:

(a) the obtaining of approval or other clearance from any federal, state, local or non-U.S. governmental agency which the Committee shall, in its reasonable and good faith discretion, determine to be necessary or advisable;

(b) the lapse of such reasonable period of time following the exercise of the Option as the Committee may from time to time establish for reasons of administrative convenience or as may otherwise be required by applicable law; and

(c) the execution and delivery of the Management Equityholder's Agreement.

Section 4.6. Rights as Unitholder, Member

The Optionee shall not be, and shall not have any of the rights or privileges of, Unitholders or Members of the Company in respect of any Units purchasable upon exercise of the Option or any portion thereof unless and until a book entry representing such Units has been made on the books and records of the Company and the Optionee has been admitted as a Member pursuant to the terms of the LLC Agreement; provided, however, that the Optionee shall be deemed to be admitted as a Member, retroactive to the date of exercise, once the criteria contained in Sections 4.3, 4.4 and 4.5 hereof have been satisfied.

Section 4.7. Initial Public Offering

In the event of an IPO, the Committee in its sole discretion and without liability to, or the consent or approval of, any Person may provide that all outstanding Options, whether vested or unvested, be converted into options exercisable into or awards based upon, as the case may be, the securities being offered to the public in such IPO.

ARTICLE V **MISCELLANEOUS**

Section 5.1 Data Protection

- (a) By entering into this Unit Option Agreement, and as a condition of the grant of the Option, Optionee consents to the collection, use, and transfer of personal data as described in this paragraph to the full extent permitted by and in full compliance with applicable laws.
 - (i) Optionee understands that the Company and its Subsidiaries hold Data about the Optionee for the purpose of managing and administering the Plan.
 - (ii) Optionee further understands that the Company and/or its Subsidiaries will transfer Data among themselves as necessary for the purposes of implementation, administration, and management of Optionee's participation in the Plan, and that the Company and/or its Subsidiary may each further transfer Data to any Data Recipients.
 - (iii) Optionee understands that these Data Recipients may be located in Optionee's country of residence or elsewhere, such as the United States. Optionee authorises the Data Recipients to receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing Optionee's participation in the Plan, including any transfer of such Data, as may be required for the administration of the Plan and/or the subsequent holding of Units on Optionee's behalf, to a broker or third party with whom the Units acquired on exercise may be deposited. Where the transfer is to be to a destination outside the European Economic Area, the Company shall take reasonable steps to ensure that the Optionee's personal data continues to be adequately protected and securely held.
 - (iv) Optionee understands that Optionee may, at any time, review the Data, request that any necessary amendments be made to it, or withdraw Optionee's consent herein in writing by contacting the Company. Optionee further understands that withdrawing consent may affect Optionee's ability to participate in the Plan.

Section 5.2. Additional Terms

a) Optionee has no right to compensation or damages for any loss in respect of the Option where such loss arises (or is claimed to arise), in whole or in part, from the termination of Optionee's employment; or notice to terminate employment given by or to Optionee. This exclusion of liability shall apply however termination of employment, or the giving of notice, is caused other than in a case where a

competent tribunal or court, from which there can be no appeal (or which the relevant employing company has decided not to appeal), has found that the cessation of the Optionee's employment amounted to unfair or constructive dismissal of Optionee and however compensation or damages may be claimed.

b) Optionee has no right to compensation or damages for any loss in respect of an Option where such loss arises (or is claimed to arise), in whole or in part, from any company ceasing to be a Subsidiary of the Company; or the transfer of any business from a Subsidiary of the Company to any person which is not a Subsidiary of the Company. This exclusion of liability shall apply however the change of status of the relevant company, or the transfer of the relevant business, is caused, and however compensation or damages may be claimed.

Section 5.3. Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary, and any notice to be given to the Optionee shall be addressed to the Optionee at the address set forth in the Company's books and records. By a notice given pursuant to this Section 5.3, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of the representative's status and address by written notice under this Section 5.3. Any notice shall have been deemed duly given as set forth in Section 10.4 of the LLC Agreement.

Section 5.4. Survival of Terms; Conflicts

The Option and the Units issued to the Optionee upon exercise of the Option shall be subject to all of the terms and provisions of the Plan and the LLC Agreement, to the extent applicable to the Option and such Units. In the event of any conflict between this Agreement or the Plan and the LLC Agreement, the terms of the Plan and LLC Agreement, respectively, shall control. The provisions of the Agreement shall survive the termination of the Agreement to the extent consistent with, or necessary to carry out, the purposes thereof. In the event of any conflict between this Agreement and the Management Equityholder's Agreement, the Management Equityholder's Agreement shall control.

Section 5.5. Amendment

Subject to Section 10 of the Plan, this Agreement may be amended only by a writing executed by the parties hereto, which specifically states that it is amending this Agreement.

Section 5.6. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Delaware, without giving effect to the principal of conflict of laws. The Joint Election and Section 431 Election shall be governed by the laws of England and Wales.

Section 5.7. Section Headings; Construction

The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the sections. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

Section 5.8. Severability; Entire Agreement

In the event any provision of the Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the illegality, invalidity or unenforceability shall not affect the remaining provisions of the Agreement and such illegal, invalid or unenforceable provision shall be deemed modified as if such provision had not been included.

Section 5.9. No Right of Employment or Service

Nothing contained herein shall confer on the Optionee any right to be continued in the employ or service of the Company and/or any Affiliate, constitute any contract or agreement of employment or other service or affect an employee's status as an at-will employee, nor shall anything contained herein affect any rights which the Company and/or an Affiliate may have to change an Optionee's compensation or other benefits or terminate such person's employment or association with the Company and/or its Affiliate for any reason (with or without Cause, with or without compensation) at any time.

Section 5.10. Counterparts

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[*See Master Signature Page for counterpart signature*]

APPENDIX 1

SECTION 431 ELECTION

(For Units in Desert Newco, LLC)

APPENDIX 2

SECTION 431 ELECTION

(For Units in Desert Newco Managers, LLC)

**UK SUB-PLAN
TO THE
DESERT NEWCO, LLC
2011 UNIT INCENTIVE PLAN**

FORM OF UNIT OPTION AGREEMENT

(Time Vesting)

THIS UNIT OPTION AGREEMENT (this “**Agreement**”), dated as of [Date] (the “**Grant Date**”) is made by and between Desert Newco, LLC, a Delaware limited liability company (hereinafter referred to as the “**Company**”), and the individual (the “**Optionee**”) whose name is set forth on the Master Signature Page hereof, who is a Participant. Any capitalized terms used but not otherwise defined herein shall have the meaning set forth in the UK Sub-Plan to the Desert Newco, LLC 2011 Unit Incentive Plan, as amended, modified or supplemented from time to time (the “**Plan**”).

WHEREAS, as an incentive for the Optionee’s efforts in connection with his or her employment by, or performance of other services for, the Company (or its Affiliates, as applicable), the Company wishes to afford the Optionee the opportunity to purchase a number of Units (which Units shall entitle the Optionee to any and all rights and benefits to which the holder of such Units may be provided under the LLC Agreement (as defined below) and the Delaware Limited Liability Company Act), subject to the terms and conditions set forth herein and in the Plan; and

WHEREAS, the Company wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement, pursuant to which the Committee, appointed to administer the Plan, has instructed the undersigned officers to issue this Option.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I
DEFINITIONS

Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 1.1. Cause

“**Cause**” shall mean the definition of “Cause” as defined in the Employment Agreement or, in the absence of any Employment Agreement, the Optionee’s: (i) willfully engaging in illegal conduct or gross misconduct which is materially injurious to the Company or any of its Subsidiaries; (ii) conviction of a crime of moral turpitude; (iii) engaging in fraud, misappropriation, embezzlement or any other act or acts of dishonesty resulting or intended to result directly or indirectly in a gain or personal enrichment to the Optionee at the expense of the Company or any of its Subsidiaries; (iv) willful material breach of any written policies of the Company or any of its Subsidiaries (which policy or policies previously was provided to Optionee); or (v) willful and continual failure to substantially perform his or her duties with the Company or any of its Subsidiaries (other than a failure resulting from his or her incapacity due to

physical or mental illness), which failure has continued for a period of at least 30 days after a written demand for substantial performance is delivered to Optionee by the Company or one of its Subsidiaries which specifically identifies the manner in which the Company believes that Optionee has not substantially performed Optionee's duties.

Section 1.2. Determination Date

“Determination Date” means, with respect to a given Fiscal Year, the date on which the Board or a designated committee thereof approves or confirms the financial statements of the Company for the relevant Fiscal Year following the end thereof.

Section 1.3. Employment Agreement

“Employment Agreement” means the employment agreement, if any, specifying the terms of the Optionee's employment by the Company or any of its Subsidiaries.

Section 1.4. Fiscal Year

“Fiscal Year” shall mean any fiscal year of the Company as set forth on <https://gdc/HumanResources/OptionsandEquity/tabid/758/Default.aspx>.

Section 1.5. GD Equity Interests

“GD Equity Interests” shall mean the equity interests in the Company acquired in connection with the Transaction.

Section 1.6. Good Reason

“Good Reason” shall mean the definition of “Good Reason” as defined in the Employment Agreement or, in the absence of any Employment Agreement: (i) a significant reduction of Optionee's duties, position, or responsibilities, relative to Optionee's duties, position, or responsibilities in effect immediately prior to a Change in Control; (ii) a material reduction in the kind or level of retirement and welfare employee benefits to which Optionee is entitled immediately prior to the Change in Control; (iii) a reduction in Optionee's base salary or annual cash incentive opportunity as in effect immediately prior to the Change in Control; or (iv) the relocation of Optionee's place of employment to a facility or location more than thirty-five (35) miles from Optionee's current place of employment.

Section 1.7. Grant Date

“Grant Date” shall mean the definition of “Grant Date” as defined in the preamble hereof.

Section 1.8. IPO

“IPO” shall have the same meaning as the term “IPO” is defined in the LLC Agreement.

Section 1.9. Management Equityholder's Agreement

“Management Equityholder's Agreement” shall mean that certain Management Equity and Unitholder's Agreement dated as of the date of this Agreement between the Optionee and the Company.

Section 1.10. Option

“Option” means the option to purchase the Units granted to the Optionee under Section 2.1 of this Agreement.

Section 1.11. LLC Agreement

“LLC Agreement” means the Limited Liability Company Agreement of Desert Newco, LLC, dated effective as of December 16, 2011, as the same may be amended from time to time.

Section 1.12. Sponsors

“Sponsors” shall have the same meaning as the term “Sponsors” is defined in the LLC Agreement.

**ARTICLE II
GRANT OF OPTIONS**

Section 2.1. Grant of Options; Exercise Price

For good and valuable consideration, upon the terms and conditions set forth herein and in the Plan, on and as of the Grant Date, the Company grants to the Optionee an option to purchase any part or all of an aggregate of the number and Units set forth on the Schedule to the Master Signature Page hereof, at the exercise price set forth on such Schedule to the Master Signature Page hereof (which, subject to any adjustment as contemplated herein, is the Fair Market Value per Unit on the Grant Date), without commission or other charge.

**ARTICLE III
PERIOD OF EXERCISABILITY**

Section 3.1. Vesting and Commencement of Exercisability

(a) So long as the Optionee continues to be employed by the Company or any of its Subsidiaries through the relevant vesting date, the Option shall vest and become exercisable as follows:

(i) One hundred percent (100%) of the Units subject to Option shall vest and become exercisable based on time, such that the Option shall vest and become exercisable pursuant to the following schedule:

<u>Date Option Vests and Becomes Exercisable</u>	<u>Percentage of Units Eligible to Vest and Become Exercisable</u>
Upon the first anniversary of the Grant Date	20%
Upon the second anniversary of the Grant Date	20%
Upon the third anniversary of the Grant Date	20%
Upon the fourth anniversary of the Grant Date	20%
Upon the fifth anniversary of the Grant Date	20%

(ii) To the extent that Options do not accelerate upon a Change in Control pursuant to Section 3.1(c) and remain outstanding following a Change in Control, in the event that the Optionee's employment is terminated by the Company (or its successor) without Cause or by the Optionee for Good Reason within 90 days before, or on 18 months after a Change in Control, any then unvested Options will become immediately vested and exercisable.

(b) As a condition of receiving any Options, the Optionee hereby waives any and all rights the Optionee currently has to become vested in any unvested equity awards of the Company or its Affiliates upon any termination of employment pursuant to any agreement or arrangement entered into prior to the date hereof.

(c) *Effect of Change in Control*. Notwithstanding any provision of Section 3.1(a) above, upon the earlier occurrence of a Change in Control, so long as the Optionee remains employed with the Company or its Subsidiaries through the date of such Change in Control, then any unvested portion of the Option shall become immediately vested and exercisable as to 100% of the Units subject to such Unit Option immediately prior to the Change in Control if, as a result of such Change in Control, (x) the Sponsors achieve an internal rate of return (determined on a fully diluted basis, assuming inclusion of all Units underlying all then outstanding Awards and any other outstanding options, warrants or other rights to acquire Units) of at least 25% or (y) the Sponsors earn at least 3.0 times the purchase price of the GD Equity Interests acquired, directly or indirectly, by the Sponsors (subject to adjustment by the Committee to the extent any adjustment to the Options occurs pursuant to Section 8 of the Plan), in each case of clause (x) and (y), based on cash received by the Sponsors on a cumulative basis (excluding tax distributions and after deduction for any applicable transaction expenses).

(d) Notwithstanding the foregoing, no portion of the Option shall vest and become exercisable as to any additional Units (which portion has not otherwise vested and become exercisable in accordance with Sections 3.1(a) or (c) above) following the termination of employment of the Optionee with the Company and its Subsidiaries for any reason, and the portion of the Option that is unvested and unexercisable as of the Optionee's termination of employment with the Company and its Subsidiaries shall immediately expire upon such termination without consideration.

Section 3.2. Expiration of Option

The Optionee may not exercise the exercisable portion of the Option to any extent and the unexercised portion of the Option shall terminate without consideration, upon the first to occur of the following events:

(a) the tenth anniversary of the Grant Date;

(b) the first anniversary of the date of the Optionee's termination of employment with the Company and its Subsidiaries, if such employment is terminated by reason of death or Disability; or

(c) one hundred eighty (180) days after the date of an Optionee's termination of employment by the Company or any of its Subsidiaries without Cause (for any reason other than as set forth in Section 3.2(b)) or by the Optionee for Good Reason; or

(d) immediately upon the date of the Optionee's termination of employment by the Company or its Subsidiaries or Affiliates for Cause; or

- (e) ninety (90) days after termination of employment with the Company and its Subsidiaries by the Optionee without Good Reason; or
- (f) if the Committee so determines pursuant to Section 8 of the Plan.

ARTICLE IV
EXERCISE OF OPTION

Section 4.1. Person Eligible to Exercise

Except as expressly provided for herein or in the Management Equityholder's Agreement, during the lifetime of the Optionee, only the Optionee may exercise the Option or any portion thereof. After the Disability or death of the Optionee, any vested and exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.2, be exercised by the Optionee's Personal Representative.

Section 4.2. Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.2; provided however, that any partial exercise shall be for whole Units only.

Section 4.3. Manner of Exercise

The Option, or any portion thereof, which is vested and exercisable, may be exercised solely by delivering to the Secretary of the Company all of the following prior to the time when the Option or such portion becomes unexercisable under Section 3.2:

(a) notice in writing signed by the Optionee or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Committee;

(b) full payment (in cash, by cheque, or a combination of the foregoing methods; provided, that the Optionee will pay any taxes due (including the Option Tax Liability and Secondary NIC Liability) in respect of such exercise in cash) for the Units with respect to which the Option or portion thereof is exercised;

(c) execution, to the extent not previously executed, of the Management Equityholder's Agreement, pursuant to which agreement the Optionee shall also become subject to the LLC Agreement and such other documents and instruments as may be required by the Committee under the Plan, including the signed Joint Election and the signed Section 431 Elections (attached at Appendix 1 and Appendix 2).

(d) full payment to the Company of all amounts which, under federal, state or local law, it is required to withhold upon exercise of the Option (including the Option Tax Liability and Secondary NIC Liability);

(e) in the event the Option or portion thereof shall be exercised pursuant to Section 4.1 by the Optionee's Personal Representative, appropriate proof of the right of such person or persons to exercise the option; and

(f) if so requested by the Committee, an irrevocable voting proxy and power of attorney in favour of a designated member of the Board.

Without limiting the generality of the foregoing, the Committee may require an opinion of counsel acceptable to it to the effect that any subsequent transfer of Units acquired on exercise of the Option does not violate the Securities Act of 1933, as amended, and may issue stop-transfer orders covering such Units.

Section 4.4. Tax Obligations

1.1 Withholding . In the event that the Company determines that it or any Subsidiary is required to account to HM Revenue & Customs for the Option Tax Liability and any Secondary NIC Liability or to withhold any other tax as a result of the exercise of this Option, the Optionee, as a condition to the exercise of the Option, shall make arrangements satisfactory to the Company to enable it or any Subsidiary to satisfy all withholding liabilities. The Optionee shall also make arrangements satisfactory to the Company to enable it to satisfy any withholding requirements that may arise in connection with the vesting or disposition of Units purchased by exercising this Option.

1.2 Tax Consultation . Optionee understands that he or she may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Units. Optionee represents that he or she will consult with any tax advisors Optionee deems appropriate in connection with the purchase or disposition of the Units and that Optionee is not relying on the Company or any Affiliate for any tax advice.

1.3 Section 431 Election . As a further condition of the exercise of this Option, the Optionee shall have signed Section 431 Elections in the form set out at Appendix 1 and Appendix 2 or in such other form as may be determined by HM Revenue & Customs from time to time.

1.4 Employer's National Insurance Charges . As a further condition of the exercise of an Option under the Plan the Optionee shall join with the Company or any other company or person who is or becomes a Secondary Contributor in making a Joint Election which has been approved by HM Revenue & Customs, for the transfer of the whole of any Secondary NIC Liability.

1.5 Optionee's Tax Indemnity .

- (i) **Indemnity** . To the extent permitted by law, the Optionee hereby agrees to indemnify and keep indemnified the Company, and the Company as trustee for and on behalf of any related corporation, for any Option Tax Liability and Secondary NIC Liability.
- (ii) **No Obligation to Issue Units** . The Company shall not be obliged to allot, issue or transfer any Units or any interest in Units pursuant to the exercise of this Option unless and until the Optionee has paid to the Company such sum as is, in the opinion of the Company, sufficient to indemnify the Company in full against

the Option Tax Liability and the Secondary NIC Liability, or the Optionee has made such other arrangement as in the opinion of the Company will ensure that the full amount of any Option Tax Liability and any Secondary NIC Liability will be recovered from the Optionee within such period as the Company may then determine.

- (iii) **Right of Retention** . In the absence of any such other arrangement being made, the Company shall have the right to retain out of the aggregate number of Units to which the Optionee would have otherwise been entitled upon the exercise of this Option, such number of Units as, in the opinion of the Company, will enable the Company to sell as agent for the Optionee (at the best price which can reasonably expect to be obtained at the time of the sale) and to pay over to the Company sufficient monies out of the net proceeds of sale, after deduction of all fees, commissions and expenses incurred in relation to such sale, to satisfy the Optionee's liability under such indemnity.

Section 4.5. Conditions to Issuance of Units

The Company shall not be required to record the ownership by the Optionee of Units purchased upon the exercise of the Option or portion thereof prior to fulfillment of all of the following conditions:

(a) the obtaining of approval or other clearance from any federal, state, local or non-U.S. governmental agency which the Committee shall, in its reasonable and good faith discretion, determine to be necessary or advisable;

(b) the lapse of such reasonable period of time following the exercise of the Option as the Committee may from time to time establish for reasons of administrative convenience or as may otherwise be required by applicable law; and

(c) the execution and delivery of the Management Equityholder's Agreement.

Section 4.6. Rights as Unitholder, Member

The Optionee shall not be, and shall not have any of the rights or privileges of, Unitholders or Members of the Company in respect of any Units purchasable upon exercise of the Option or any portion thereof unless and until a book entry representing such Units has been made on the books and records of the Company and the Optionee has been admitted as a Member pursuant to the terms of the LLC Agreement; provided, however, that the Optionee shall be deemed to be admitted as a Member, retroactive to the date of exercise, once the criteria contained in Sections 4.3, 4.4, and 4.5 hereof have been satisfied.

Section 4.7. Initial Public Offering

In the event of an IPO, the Committee in its sole discretion and without liability to, or the consent or approval of, any Person may provide that all outstanding Options, whether vested or unvested, be converted into options exercisable into or awards based upon, as the case may be, the securities being offered to the public in such IPO.

ARTICLE V
MISCELLANEOUS

Section 5.1. Data Protection

- (a) By entering into this Unit Option Agreement, and as a condition of the grant of the Option, Optionee consents to the collection, use, and transfer of personal data as described in this paragraph to the full extent permitted by and in full compliance with applicable laws.
 - (i) Optionee understands that the Company and its Subsidiaries hold Data about the Optionee for the purpose of managing and administering the Plan.
 - (ii) Optionee further understands that the Company and/or its Subsidiaries will transfer Data among themselves as necessary for the purposes of implementation, administration, and management of Optionee's participation in the Plan, and that the Company and/or its Subsidiary may each further transfer Data to any Data Recipients.
 - (iii) Optionee understands that these Data Recipients may be located in Optionee's country of residence or elsewhere, such as the United States. Optionee authorises the Data Recipients to receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing Optionee's participation in the Plan, including any transfer of such Data, as may be required for the administration of the Plan and/or the subsequent holding of Units on Optionee's behalf, to a broker or third party with whom the Units acquired on exercise may be deposited. Where the transfer is to be to a destination outside the European Economic Area, the Company shall take reasonable steps to ensure that the Optionee's personal data continues to be adequately protected and securely held.
 - (iv) Optionee understands that Optionee may, at any time, review the Data, request that any necessary amendments be made to it, or withdraw Optionee's consent herein in writing by contacting the Company. Optionee further understands that withdrawing consent may affect Optionee's ability to participate in the Plan.

Section 5.2. Additional Terms

a) Optionee has no right to compensation or damages for any loss in respect of the Option where such loss arises (or is claimed to arise), in whole or in part, from the termination of Optionee's employment; or notice to terminate employment given by or to Optionee. This exclusion of liability shall apply however termination of employment, or the giving of notice, is caused other than in a case where a competent tribunal or court, from which there can be no appeal (or which the relevant employing company has decided not to appeal), has found that the cessation of the Optionee's employment amounted to unfair or constructive dismissal of Optionee and however compensation or damages may be claimed.

b) Optionee has no right to compensation or damages for any loss in respect of an Option where such loss arises (or is claimed to arise), in whole or in part, from any company ceasing to be a Subsidiary of the Company; or the transfer of any business from a Subsidiary of the Company to any person which is not a Subsidiary of the Company. This exclusion of liability shall apply however the change of status of the relevant company, or the transfer of the relevant business, is caused, and however compensation or damages may be claimed.

Section 5.3. Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of the Secretary, and any notice to be given to the Optionee shall be addressed to the Optionee at the address set forth in the Company's books and records. By a notice given pursuant to this Section 5.3, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of the representative's status and address by written notice under this Section 5.3. Any notice shall have been deemed duly given as set forth in Section 10.4 of the LLC Agreement.

Section 5.4. Survival of Terms; Conflicts

The Option and the Units issued to the Optionee upon exercise of the Option shall be subject to all of the terms and provisions of the Plan and the LLC Agreement, to the extent applicable to the Option and such Units. In the event of any conflict between this Agreement or the Plan and the LLC Agreement, the terms of the Plan and LLC Agreement, respectively, shall control. The provisions of the Agreement shall survive the termination of the Agreement to the extent consistent with, or necessary to carry out, the purposes thereof. In the event of any conflict between this Agreement and the Management Equityholder's Agreement, the Management Equityholder's Agreement shall control.

Section 5.5. Amendment

Subject to Section 10 of the Plan, this Agreement may be amended only by a writing executed by the parties hereto, which specifically states that it is amending this Agreement.

Section 5.6. Governing Law

This Agreement shall be governed in all respects by the laws of the State of Delaware, without giving effect to the principal of conflict of laws. The Joint Election and Section 431 Election shall be governed by the laws of England and Wales.

Section 5.7. Section Headings; Construction

The section headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of the sections. All words used in this Agreement shall be construed to be of such gender or number, as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

Section 5.8. Severability; Entire Agreement

In the event any provision of the Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the illegality, invalidity or unenforceability shall not affect the remaining provisions of the Agreement and such illegal, invalid or unenforceable provision shall be deemed modified as if such provision had not been included.

Section 5.9. No Right of Employment or Service

Nothing contained herein shall confer on the Optionee any right to be continued in the employ or service of the Company and/or any Affiliate, constitute any contract or agreement of employment or other service or affect an employee's status as an at-will employee, nor shall anything contained herein affect any rights which the Company and/or an Affiliate may have to change an Optionee's compensation or other benefits or terminate such person's employment or association with the Company and/or its Affiliate for any reason (with or without Cause, with or without compensation) at any time.

Section 5.10. Counterparts

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[See Master Signature Page for counterpart signature]

APPENDIX 1

SECTION 431 ELECTION

(For Units in Desert Newco, LLC)

APPENDIX 2

SECTION 431 ELECTION

(For Units in Desert Newco Managers, LLC)

April 1, 2015

GoDaddy Inc.
14455 N. Hayden Road
Scottsdale, Arizona 85260

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the "Registration Statement") to be filed by GoDaddy Inc., a Delaware corporation, with the Securities and Exchange Commission on or about the date hereof, in connection with the registration under the Securities Act of 1933, as amended, of 10,258,461 shares of Class A Common Stock reserved for issuance pursuant to the 2015 Equity Incentive Plan, 2,000,000 shares of Class A Common Stock reserved for issuance pursuant to the 2015 Employee Stock Purchase Plan 22,405,663 shares of Class A Common Stock reserved for issuance pursuant to the 2011 Unit Incentive Plan, 98,325 shares of Class A Common Stock reserved for issuance pursuant to the Locu, Inc. Amended and Restated 2011 Equity Incentive Plan, 111,628 shares of Class A Common Stock reserved for issuance pursuant to the Bootstrap, Inc. 2008 Stock Plan and 5,727,071 shares of Class A Common Stock reserved for issuance pursuant to The Go Daddy Group, Inc. 2006 Equity Incentive Plan (which plans are referred to herein as the "Plans" and which shares of Class A Common Stock are referred to herein as the "Shares").

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when issued and sold in the manner referred to in the Plans and pursuant to the agreements that accompany the Plans, will be legally and validly issued, fully paid, and nonassessable.

We consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to the use of our name wherever appearing in the Registration Statement and any amendments thereto.

Very truly yours,

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation

/s/ Wilson Sonsini Goodrich & Rosati, P.C.

Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2015 Equity Incentive Plan, the 2015 Employee Stock Purchase Plan, the Desert Newco, LLC 2011 Unit Incentive Plan, the Locu, Inc. Amended and Restated 2011 Equity Incentive Plan, the Bootstrap, Inc. 2008 Stock Plan and The Go Daddy Group, Inc. 2006 Equity Incentive Plan, of our report dated February 24, 2015, except for the effect of the reverse split of LLC units as described in Note 15, as to which the date is March 11, 2015, with respect to the consolidated financial statements of Desert Newco, LLC included in the Registration Statement of GoDaddy Inc., as amended (Form S-1 No. 333-196615) and related Prospectus of GoDaddy Inc., filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Phoenix, Arizona
March 31, 2015

Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the Registration Statement (Form S-8) pertaining to the 2015 Equity Incentive Plan, the 2015 Employee Stock Purchase Plan, the Desert Newco, LLC 2011 Unit Incentive Plan, the Locu, Inc. Amended and Restated 2011 Equity Incentive Plan, the Bootstrap, Inc. 2008 Stock Plan and The Go Daddy Group, Inc. 2006 Equity Incentive Plan, of our report dated February 24, 2015, with respect to the balance sheets of GoDaddy Inc. included in its Registration Statement, as amended (Form S-1 No. 333-196615) and related Prospectus of GoDaddy Inc., filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Phoenix, Arizona
March 31, 2015