

Joinder Agreement

This Joinder Agreement (this “Joinder Agreement”) is made as of the date written below by the undersigned (the “Transferee”) in accordance with the Amended and Restated Limited Liability Company Agreement of NMG Parent LLC, a Delaware limited liability company (the “Company”), dated as of September 25, 2020 (as the same has been and may be amended from time to time in accordance with its terms, the “LLC Agreement”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the LLC Agreement.

The Transferee has acquired _____ Common Units from _____ (the “Transfer”), and the LLC Agreement and the Company require the Transferee, as a holder of such Common Units and as a condition to the admission of the Transferee as a Member of the Company, to become a party to this Joinder Agreement, and the Transferee agrees to do so in accordance with the terms hereof.

The Transferee hereby acknowledges, agrees and confirms that, by its execution of this Joinder Agreement, it shall become a party to the LLC Agreement and shall be fully bound by and subject to, all of the covenants, terms and conditions of the LLC Agreement as though an original party thereto.

The Transferee hereby confirms that it has read the LLC Agreement and has reviewed the representations and warranties of a Member set forth in the LLC Agreement, including Section 4.8 thereof, and hereby makes such representations and warranties in accordance with the LLC Agreement.

The Transferee further represents and warrants to the Company that (i) the Transferee is not a Competitor (as defined in the LLC Agreement), (ii) the Transfer does not constitute a Proposed Triggering Transfer (as defined in the LLC Agreement) and (iii) the Transfer complies with the terms of the LLC Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of the date first written above and hereby authorizes this signature page to be attached to a counterpart of the LLC Agreement.

Date: _____

[TRANSFEREE]

By: _____

Name:

Title:

Address:

Attention: _____

Email: _____

Consent of Spouse

I, _____, spouse of _____, acknowledge that I have read the Amended and Restated Limited Liability Company Agreement of NMG Parent LLC, dated as of September 25, 2020 (as the same has been and may be amended from time to time in accordance with its terms, the “LLC Agreement”), to which this Consent of Spouse is attached and that I know the contents of the LLC Agreement. I am aware its provisions provide that certain rights are granted to certain other holders of Equity Securities of the Company upon the sale or other disposition of Common Units (or any other Equity Securities of the Company), which my spouse owns including any interest I might have therein. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the LLC Agreement.

I hereby agree that my interest, if any, in the Common Units (or any other Equity Securities of the Company) owned by my spouse subject to the LLC Agreement shall be irrevocably bound by the LLC Agreement and further understand and agree that any community property interest I may have in the Common Units (or any other Equity Securities of the Company) owned by my spouse shall be similarly bound by the LLC Agreement.

I am aware that the legal, financial and related matters contained in the LLC Agreement are complex and that I am free to seek independent professional guidance or counsel with respect to this Consent of Spouse. I have either sought such guidance or counsel or determined after reviewing the LLC Agreement carefully that I will waive such right.

Date: _____

(Signature)

(Print Name)