

PINNACLE GOVERNANCE AGREEMENT

THIS PINNACLE GOVERNANCE AGREEMENT (the “Agreement”) is made and effective as provided for herein by and among those certain Shareholders of Independent Suppliers Group, Inc., an Indiana corporation (“ISG”) that from time to time are members of the group of larger dealers referred to as Pinnacle and contemplated by Article III, Section 12 of the By Laws (as defined herein) (collectively, the “Pinnacle Members” and individually, a “Pinnacle Member”).

RECITALS

A. The amended and restated by laws of ISG (as amended and restated from time to time, the “By Laws”) set out certain criteria for membership in, and certain rights of, a group of large dealers that are Shareholders in ISG referred to as Pinnacle.

B. The Pinnacle Members acknowledge and agree that this Agreement constitutes the governing agreement contemplated by Article III, Section 12 of the By Laws and, consistent with Article III, Section 12 of the By Laws, this Agreement shall be effective as of the date that this Agreement is adopted by a majority of the Shareholders satisfying the qualifications set forth in Article III, Section 12 of the By Laws.

C. The Pinnacle Members acknowledge and agree that this Agreement does not establish (and shall not be deemed to establish or continue the existence of) any legal entity separate from ISG.

D. In addition to those the qualifications set forth in the By Laws, the Pinnacle Members desire to establish certain qualification requirements, procedures and guidelines with respect to Pinnacle and the Pinnacle Members in order to govern the activities and actions of Pinnacle and to provide a channel for communication between Pinnacle and ISG.

E. A Shareholder of ISG that satisfies the Qualification Requirements (as defined herein) and that desires to become (or continue to be) a Pinnacle Member shall be required to execute a signature page or joinder to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by the parties hereto, each Pinnacle Members agrees as follows:

1. Definitions; Recitals. Capitalized terms not otherwise defined herein shall have the meanings given to them in the By Laws. The Recitals set forth above are incorporated into and are made a part of this Agreement.

2. Operating Principals of Pinnacle. Pinnacle was established on the belief that large independent dealers of office and related products, equipment and services have common needs

and capabilities that are distinct from the majority of independent dealers. Listed below are the operating principals of Pinnacle and the potential advantages to the Pinnacle Members:

(i) Volume Purchasing. As a group representing large dealers, Pinnacle presents a unique opportunity for vendors and the Pinnacle Members through volume purchasing opportunities.

(ii) Vendor Collaboration. As Pinnacle Members, large dealers have an opportunity for vendor collaboration through exclusivity, promotions, digital marketing, substitutions and data sharing opportunities.

(iii) Peer Exchange. Pinnacle Members have similar challenges and capabilities. There is a unique value to Pinnacle Members to associate with other Pinnacle Members to share experiences and strategies.

(iv) Low Cost. Pinnacle strives to maintain the lowest cost model by only recommending services that are common among Pinnacle Members. The expenses of Pinnacle will never be paid by retaining vendor rebates of the Pinnacle Members.

(v) Governance. Pinnacle was formed on the belief that a group will better serve its members if its governance model is open. As a large dealer only group, Pinnacle avoids the conflict of interest between large and small dealers.

(vi) Transparency. Pinnacle values the Pinnacle Members and understands that financial and management accountability is fundamental to the Pinnacle Members' success. The Pinnacle Members have the right to review the records concerning Pinnacle expenses. In accordance with the ISG Bylaws, the Pinnacle Members have the right to review the records concerning vendor rebates and audit their individual rebate accounts.

(vii) Compliance. ISG from time to time will make reasonable commitments to suppliers on behalf of Pinnacle Members in exchange for program funding from suppliers. Pinnacle Members will work with suppliers to meet those commitments. In addition, Pinnacle Members will commit to marketing supplier branded products to maximize the direct buy components of supplier agreements.

3. Qualifications. An ISG Shareholder must satisfy the following requirements (the "Qualification Requirements") in order to qualify and remain as a Pinnacle Member:

(i) Satisfy the qualification requirements as set forth in Article III, Section 12 of the By Laws or timely cure any such failure as set forth in the By Laws; provided; that, in order to initially become a Pinnacle Member after satisfying the qualification requirements set forth in Article III, Section 12 of the By Laws, two-thirds (2/3) of the Pinnacle Board must approve such ISG Shareholder's initial entry into Pinnacle as a Pinnacle Member.

(ii) Remain a member of ISG in good standing;

(iii) Execute a signature page or joinder to this Agreement;

(iv) Timely notify the Pinnacle Board in the event such Pinnacle Member no longer satisfies any of the Qualification Requirements;

- (v) Support Pinnacle and utilize the services provided by Pinnacle in a manner consistent with standards established by this Agreement, the Pinnacle Board and ISG;
- (vi) Attend the annual meeting of the Pinnacle Members;
- (vii) Attend annual one on one meeting; provided, that the representative of each Pinnacle Member attending such meeting shall be the principal or other c-suite level (or equivalent) officer of such Pinnacle Member; and
- (viii) Abide by the terms and conditions of this Agreement, including, but not limited to, the requirements of Section 6 hereof and any procedures established by the Pinnacle Board pursuant of this Agreement.

4. Management.

(i) Pinnacle Board. The activities and actions of the Pinnacle Members acting as Pinnacle shall be managed by a board consisting of seven (7) members elected pursuant to the terms of this Article 4 (the “Pinnacle Board”). Except for situations in which the approval of the individual Pinnacle Members is expressly required by this Agreement or the By Laws, each Pinnacle Member agrees that the Pinnacle Board shall have the authority to coordinate activities on behalf of Pinnacle, to consider and make recommendations on issues of importance to the Pinnacle Members, to review and comment on vendor programs relevant to the Pinnacle Members and to communicate with ISG on behalf of the Pinnacle Members, acting collectively as Pinnacle. Except where a higher threshold is specifically required by this Agreement, any action of the Pinnacle Board shall be taken at the direction and vote of a majority of the members of the Pinnacle Board, including, any action taken pursuant to this Agreement or contemplated by the By Laws to be taken by Pinnacle or the Pinnacle Members.

(ii) Initial Members of Pinnacle Board. The initial members of the Pinnacle Board serving a one (1) year term expiring in 2022 shall be Brooks Smith, George Wood, and Jerry Carroll; initial members the Pinnacle Board serving a two (2) year term expiring in 2023 shall be Mark Miller and Bruce Eaton; and initial members the Pinnacle Board serving a three (3) year term expiring in 2024 shall be Kevin Johnson and John Leighton. The terms for the initial members of the Pinnacle Board were established to facilitate the member classes set forth in Section 4(iv). The actions of such initial members of the Pinnacle Board prior to the effective date hereof with respect to the initial management and governance of Pinnacle are approved and confirmed in all respects.

(iii) Qualifications. Each member of the Pinnacle Board shall be an owner or an individual who is in the senior management of one of the Pinnacle Members. There may only be one member of the Pinnacle Board from any Pinnacle Member. During any year in which a Pinnacle Member is attempting to cure a failure to satisfy the qualification requirements as set forth in Article III, Section 12 of the By Laws, no representative of such Pinnacle Member shall be eligible for election to the Pinnacle Board.

(iv) Pinnacle Board Member Classes; Term. The members of the Pinnacle Board shall be divided into three (3) classes, two (2) classes with two (2) members each

and one (1) class with three (3) members. The regular term of office for members of the Pinnacle Board shall be three (3) years with staggered terms (i.e., only one class term will expire and be up for re-election in any year) ending on the date of the election of successor members to the Pinnacle Board pursuant to the terms of Section 4(x). No member of the Pinnacle Board shall be eligible to serve for more than two (2) successive regular three (3) year terms unless one (1) year shall have intervened between the last of the two (2) successive regular three (3) year terms and the re-election of that person to the Pinnacle Board, unless no other qualified individual is willing to serve as a member of the Pinnacle Board.

(v) Meetings. The Pinnacle Board shall hold meetings as it sees fit to conduct the affairs of the Pinnacle Board and/or the Pinnacle Members as a whole. The Pinnacle Board shall permit all participants as such meeting to participate in meetings by, or to conduct meetings through the use of, any means of communication by which all participants participating may simultaneously hear each other during the meeting.

(vi) Voting Procedures. The voting procedures for the Pinnacle Board and for votes taken by all Pinnacle Members shall be established from time to time by the Pinnacle Board.

(vii) Records to be Maintained. The Pinnacle Board shall maintain the following records: (a) a list of the name and last known mailing address of each Pinnacle Member; (b) copies of this Agreement and all amendments and signature pages thereto; (c) the results of any votes taken by the Pinnacle Members, and (d) the votes of and actions taken by the Pinnacle Board.

(viii) Monitoring of Qualification Requirements. The Pinnacle Board shall monitor each Pinnacle Member's compliance with the Qualification Requirements and shall timely communicate any actual or anticipated non-compliance to the ISG Board of Directors. The Pinnacle Board shall also work with ISG to determine if any ISG Shareholder that is not already a Pinnacle Member satisfies the Qualification Requirements and should be considered for admittance as a Pinnacle Member.

(ix) Operating Procedures. All other operating procedures for the Pinnacle Board not set forth in this Agreement, including procedures with respect to any interaction or communication by the Pinnacle Board with the Pinnacle Members, ISG or the ISG's Board of Directors, shall be established from time to time by the Pinnacle Board.

(x) Voting for Member of the Pinnacle Board.

(A) Timing of Pinnacle Board Term and Vote. After the end of each fiscal year, the Pinnacle Board shall review each Pinnacle Member's continued compliance with the Qualification Requirements. After such compliance is determined by the Pinnacle Board, the Pinnacle Board shall hold a vote of the Pinnacle Members to elect new members of the Pinnacle Board for the class of members whose term is set to expire.

(B) Nomination Process. Prior to conducting any vote for members of the Pinnacle Board, the Pinnacle Board shall solicit recommendations from the Pinnacle Members for the next upcoming election. Each individual recommended by a Pinnacle Member or the Pinnacle Board to serve as a member of the Pinnacle Board shall be put forth to the Pinnacle Members for a vote; provided, that after reviewing such nominations the Pinnacle Board may also put forth to the Pinnacle Members its recommendation regarding such nominees.

(C) Voting. With respect to the vote of the Pinnacle Members for members of the Pinnacle Board, each Pinnacle Member is permitted to vote the number of votes equal to the number of spots open on the Pinnacle Board. Cumulative voting is not permitted (*i.e.*, a Pinnacle Member may not cast multiple votes for the same individual). The individuals receiving the most votes (up to the number of spots being voted upon) will be elected as members of the Pinnacle Board.

(xi) Vacancies. Any member of the Pinnacle Board may resign from the Pinnacle Board at any time by delivering a resignation in writing to the Pinnacle Board. A member of the Pinnacle Board shall be deemed to have resigned if the Pinnacle Member that such individual represents is no longer a Pinnacle Member. Any vacancy occurring on the Pinnacle Board shall be filled by a majority vote of the then remaining members of the Pinnacle Board and such replacement shall serve for the then remaining term of the resigning member whose vacancy was filled.

5. Pinnacle Members.

(i) Votes. Each Pinnacle Member has the right to cast one (1) vote with respect to each issue or proposal submitted to a vote of the Pinnacle Members, except with respect to the vote for members of the Pinnacle Board, in which case each Pinnacle Member is permitted to vote the number of votes equal to the number of members open for election to the Pinnacle Board.

(ii) Pinnacle Member Recommendations. Each Pinnacle Member may submit a written recommendation to the Pinnacle Board, including, but not limited to, recommendations for members to serve on the Pinnacle Board and for Pinnacle Nominees.

(iii) Pinnacle Member Duties. Each Pinnacle Member shall:

(A) Execute any amendment to this Agreement approved by a vote of the Pinnacle Members pursuant to the terms and conditions of this Agreement;

(B) Provide such documents as requested by the Pinnacle Board or ISG to permit the Pinnacle Board or ISG to confirm such Pinnacle Member's satisfaction of section (i) of the Qualification Requirements provided, that Pinnacle acknowledges and agrees that such information shall be treated as Confidential Information hereunder;

(C) Provide such additional information as the Pinnacle Board reasonably determines will assist it in the operation of Pinnacle or ISG, including, but not limited to, information relating to the volume of product usage by product line and manufacturer, end-user point of sale information and other similar data; provided, that Pinnacle acknowledges and agrees that such information shall be treated as Confidential Information hereunder;

(D) Comply with the requirements generally applicable to all members of ISG as set forth in the By Laws and policies and procedures of ISG; and

(E) Regularly attend meetings of the Pinnacle Members called by the Pinnacle Board.

(iv) Required Pinnacle Member Votes. The following items shall be submitted to a vote of the Pinnacle Members and approved or voted upon as described therein:

(A) The vote of the members of the Pinnacle Board pursuant to Section 4(x) hereof shall be by a plurality of votes cast by the Pinnacle Members.

(B) The election of the Pinnacle Withdrawal (as defined in the By Laws) shall require the vote of at least 80% of the Pinnacle Members.

(C) Any other matter put to a vote of the Pinnacle Members shall be approved by a majority of the Pinnacle Members; provided, that, for the avoidance of doubt, the final selection of the Pinnacle Nominees by the Pinnacle Board is not required to be submitted to a vote of the Pinnacle Members.

(v) Pinnacle Withdrawal.

(A) In the event that at least 80% of the Pinnacle Members elect to pursue the Pinnacle Withdrawal (as defined in the By Laws) pursuant to the terms and conditions of this Agreement, each Pinnacle Member shall effect a Shareholder Withdrawal in accordance with the terms and conditions of the By Laws and will take all actions with respect to such Shareholder Withdrawal in coordination with the other Pinnacle Members such that the Pinnacle Members may carry out the Pinnacle Withdrawal by collectively leaving ISG.

(B) In the event that the Pinnacle Withdrawal is carried out by the Pinnacle Members, for a period of two (2) years after the date on which the Pinnacle Members leave ISG pursuant to the Pinnacle Withdrawal, each Pinnacle Member agrees that it will not re-join ISG for purposes of establishing or participating in a replacement Pinnacle (or similar large dealer group).

(vi) Pinnacle Fees. Each Pinnacle Member agrees to pay when due such fees as the Pinnacle Board may reasonably set from time to time for Pinnacle Members (the "Pinnacle Fees").

6. Pinnacle Representatives on ISG Board of Directors.

(i) Acknowledgements. While two-thirds (2/3) of the Board of Directors of

ISG must be comprised of individuals that are representatives of Pinnacle Members (the “Pinnacle Representatives”) pursuant to the Board Allocation Requirement (as defined in the By Laws), the Pinnacle Members acknowledge that the voting with respect to all members to the ISG Board of Directors is governed by the By Laws. Notwithstanding the foregoing, each Pinnacle Member acknowledges and agrees that it is in the best interest of Pinnacle and the Pinnacle Members for the Pinnacle Members to mutually determine the representatives of the Pinnacle Members made available for nomination and election to the ISG Board of Directors (the “Pinnacle Nominees”). Each Pinnacle Member agrees to abide by the terms and conditions of this Section 6 with respect to all matters related to the nomination and election of members to the ISG Board of Directors and that any breach of the terms and conditions of this Section 6 shall result in such Pinnacle Member’s immediate removal from Pinnacle. In the event a Pinnacle Member is removed from Pinnacle for failure to comply with the term and conditions of this Section 6, such removed Pinnacle Member shall not be permitted to re-join Pinnacle without the unanimous approval of the Pinnacle Board, even if it otherwise satisfies the Qualification Requirements.

(ii) Qualifications. Each Pinnacle Nominee shall be an owner or an individual who is in the senior management of a Pinnacle Member. There may only be one Pinnacle Nominee from any Pinnacle Member and no Pinnacle Member may have more than one Pinnacle Representative at any time. Any Pinnacle Nominee must also satisfy the requirements for election to the ISG Board of Directors pursuant to the By Laws (including, but not limited to, the term limits specified in the By Laws). During any year in which a Pinnacle Member is attempting to cure a failure to satisfy the qualification requirements as set forth in Article III, Section 12 of the By Laws, no representative of such Pinnacle Member shall be eligible to serve as a Pinnacle Nominee.

(iii) Solicitation of Pinnacle Nominations. Each year prior to or in conjunction with the establishment of the ISG nominating committee, the Pinnacle Board shall solicit recommendations from the Pinnacle Members for the Pinnacle Nominees for the next upcoming election of the ISG Board of Directors.

(iv) Pinnacle Board Selection of Pinnacle Nominees. Each individual recommended to serve as a Pinnacle Nominee by a Pinnacle Member shall be considered by the Pinnacle Board to serve as a Pinnacle Nominee. The Pinnacle Board shall consider the proposed Pinnacle Nominees and agree upon a slate of Pinnacle Nominees to put forth to ISG on behalf of all Pinnacle Members prior to any nomination decisions being made by the ISG nominating committee. The slate of Pinnacle Nominees chosen by the Pinnacle Board must equal the number of slots open for Pinnacle Representatives at the next upcoming election of the ISG Board of Directors. The Pinnacle Board shall notify ISG and the ISG nominating committee of the slate of Pinnacle Nominees chosen by the Pinnacle Board and further confirm the following: (a) the slate of Pinnacle Nominees are the desired representatives of the Pinnacle Members to be nominated for the upcoming election of the ISG Board of Directors, (b) no other representative of a Pinnacle Member will accept a nomination by ISG, the ISG nominating committee or any other Shareholder for the upcoming election of the ISG Board of Directors, and (c) no other representative of a Pinnacle Member will otherwise agree to serve as a member of the ISG Board of

Directors even if elected at the upcoming election of the ISG Board of Directors.

(v) Pinnacle Member Requirements and Limitations. Each Pinnacle Member acknowledges and agrees that (i) the slate of Pinnacle Nominees chosen by the Pinnacle Board in accordance with this Section 6 shall be the desired Pinnacle representatives on the ISG Board of Directors for all purposes of the corresponding upcoming election of the ISG Board of Directors, (ii) such Pinnacle Member will not vote for any member of the ISG Board of Directors that is a representative of a Pinnacle Member, except for the slate of Pinnacle Nominees determined by the Pinnacle Board, (iii) such Pinnacle Member will not nominate (or solicit nominations) to the ISG Board of Directors pursuant to Article IV, Section 12 of the By Laws (or otherwise) for any person that is a representative of a Pinnacle Member, except for the Pinnacle Nominees determined by the Pinnacle Board, and (iv) to the extent a representative of such Pinnacle Member is nominated for election to the ISG Board of Directors by the ISG nominating committee, pursuant to Article IV, Section 12 of the By Laws or otherwise, such Pinnacle Member shall reject such nomination, refuse to serve as a member of the ISG Board of Directors for the then open positions and decline to accept any position on the ISG Board of Directors to the extent appointed by a vote of the ISG Shareholders at the ISG annual meeting, except to the extent a representative of such Pinnacle Member is a Pinnacle Nominee chosen by the Pinnacle Board for such election.

7. Removal. In the event a Pinnacle Member is removed from or otherwise no longer remains a Pinnacle Member, such Pinnacle Member shall (i) take all actions necessary to cooperate with the requirements outlined by the Pinnacle Board regarding such party's change in membership status and (ii) return to Pinnacle all Pinnacle information, including, but not limited to, strategic plans, pricing data, manufacturers' information sheets, financial statements, business plans and such other documentation, as the Pinnacle Board shall request.

8. Confidentiality.

(i) Confidential Information. Each Pinnacle Member recognizes that during its participation as a Pinnacle Member, it will have access to confidential and/or proprietary information (the "Confidential Information") concerning Pinnacle. Confidential Information includes all information, in whatever media, whether written or not, and whether or not otherwise marked as "confidential", which is not generally known about Pinnacle and/or which provides Pinnacle with a competitive advantage and includes information about other Pinnacle Members, vendor relationships, purchasing information and data, costs, pricing information, volume purchasing data, rebate and refund data, contract information, product information, marketing, improvements, and business plans; provided, however, Confidential Information shall not include any information that (a) becomes public knowledge or is in the public domain other than by reason of any disclosure in violation of any agreement of confidentiality, including this Agreement; or (b) is required to be disclosed by applicable law provided that a Pinnacle Member notifies Pinnacle as soon as practicable prior to any such disclosure. The Pinnacle Members acknowledge and agree that the Pinnacle Board may provide copies of Confidential Information to ISG.

(ii) Use and Distribution of Confidential Information. Each Pinnacle Member agrees that no documents, records, recordings, notes, compilations or other written or tangible data in any electronic or other media relating to or comprising Confidential Information may be used by the Pinnacle Member, except as expressly permitted by Pinnacle pursuant to rules and regulations regarding Confidential Information that Pinnacle may adopt from time to time. Each Pinnacle Member agrees that any documentation containing Confidential Information which comes into such Pinnacle Member's possession shall be returned to Pinnacle upon Pinnacle's request and, in any event, upon the termination of such Pinnacle Member's membership in Pinnacle. Pinnacle Members may only disclose the Confidential Information, under circumstances designed to preserve its confidential nature, to its employees, officers and directors who have a need to know such information solely for purposes of participating in Pinnacle (the "Representatives"). Each Pinnacle Member agrees that all Representatives shall be informed of the confidential nature of the Confidential Information and that they agree to keep any Confidential Information confidential to the fullest extent required by this Agreement. Each Pinnacle Member shall be responsible for any breach of this Agreement by any of its Representatives. Each Pinnacle Member agrees that it may not otherwise disclose the Confidential Information or otherwise use, transfer or disseminate any Confidential Information and shall reasonably protect such Confidential Information from disclosure.

(iii) Survival. These terms and conditions of this Section 8 shall survive and remain in full force and effect notwithstanding the termination of this Agreement or the termination of any Pinnacle Member's status as a member of Pinnacle.

9. Equitable Relief. The parties hereto agree that money damages will not be a sufficient remedy for any breach of the provisions of this Agreement, and that any non-breaching party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach, in addition to any monetary relief to which the non-breaching parties may be entitled to under applicable law.

10. Entire Agreement and Counterparts. The terms of this Agreement are intended by the parties as a complete, exclusive, and final expression of their agreement with respect to all matters subject hereto. This Agreement may be altered or modified only by a writing signed by at least two-thirds (2/3) of (i) the Pinnacle Members and (ii) the members of the Pinnacle Board. Any prior agreements or understandings (whether written or oral) concerning the matters addressed hereby are canceled and declared null and void. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which, taken together, shall be deemed to constitute one and the same agreement.

11. Successor. This Agreement shall be binding upon and inure to the benefit the Pinnacle Members and any purchaser, assignee or successor-in-interest of any Pinnacle Member.

12. Severability. The provisions of this Agreement are severable, and the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any covenant or provision be held unenforceable, then such covenant or provision shall be enforced to the maximum extent permitted by law.

13. Governing Law. This Agreement will be governed and construed in accordance with the laws of the State of Indiana, without regard to laws that may be applicable under conflicts of laws principles (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Indiana.

14. Negotiated Agreement. This Agreement is the result of negotiations between the parties, and no party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party.

15. Relationship of the Parties. The Pinnacle Members are independent contracting parties. Nothing in this Agreement creates any agency, joint venture, partnership, legal entity or other form of joint enterprise or fiduciary relationship between or among any Pinnacle Member. No Pinnacle Member nor the Pinnacle Board has any express or implied right or authority to assume or create any obligations on behalf of or in the name of any other Pinnacle Member or to bind any other Pinnacle Member to any contract, agreement or undertaking with any third party.

16. Assignment. No Pinnacle Member may assign any or its rights or obligations pursuant to this Agreement to any other person and any attempted assignment hereof shall be void and of no effect.

17. Failure, Delay or Waiver. No course of action or failure to act by the Pinnacle Board or a Pinnacle Member shall constitute a waiver by the Pinnacle Board or a Pinnacle Member, as applicable, of any right or remedy under this Agreement, and no waiver by the Pinnacle Board or a Pinnacle Member of any right or remedy under this Agreement shall be effective unless made in writing.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned Pinnacle Member agrees, as a condition of being admitted as a member of Pinnacle, to be bound by the terms and conditions of this Agreement, as such Agreement may be amended from time to time in accordance with its terms.

As of the date set forth below, the undersigned hereby represents and warrants to the other Pinnacle Members that is satisfies the requirement set forth in clause (i) of the Qualification Requirements.

PINNACLE MEMBER

*Print name of Pinnacle Member
(Legal entity that is a Shareholder of ISG)*

Signature

Date

Print name of signatory

Print title of signatory