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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of report: July 15, 2015  
(Date of earliest event reported)**

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**Ollie's Bargain Outlet Holdings, Inc.**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-37501**  
(Commission  
File Number)

**80-0848819**  
(IRS Employer  
Identification No.)

**6295 Allentown Boulevard  
Suite 1  
Harrisburg, Pennsylvania**  
(Address of principal executive offices)

**17112**  
(Zip Code)

**(717) 657-2300**  
(Registrant's telephone number, including area code)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## Item 1.01 Entry into a Material Definitive Agreement

On July 15, 2015, in connection with its initial public offering (the “Offering”), Ollie’s Bargain Outlet Holdings, Inc. (the “Company”) amended its existing stockholders agreement, dated September 28, 2012 (as previously amended, the “Existing Agreement”), pursuant to which a number of the provisions contained in the Existing Agreement (including, without limitation, provisions relating to the election of directors and certain transfer restrictions) automatically terminated in connection with the Offering, as contemplated by the Company’s prospectus, dated July 15, 2015 (the “Prospectus”), filed with the Securities and Exchange Commission pursuant to Rule 424(b) of the Securities Act of 1933, as amended, which is deemed to be part of the Company’s Registration Statement on Form S-1 (File No. 333-204942), (as amended, the “Registration Statement”). The amended and restated stockholders agreement dated July 15, 2015 (the “Amended and Restated Stockholders Agreement”) only contains the provisions that did not terminate in connection with the Offering, or which the parties thereto otherwise agreed shall continue to apply following the Offering, including certain registration rights. The registration rights provisions contained in the Amended and Restated Stockholders Agreement provide that (A) each of CCMP Capital Investors II, L.P., CCMP Capital Investors (Cayman) II, L.P. and Mark Butler (the Company’s co-Founder, President and Chief Executive Officer), together with their respective affiliates, are entitled to request an unlimited number of Demand Registrations (as defined in the Amended and Restated Stockholders Agreement), and (B) each Management Stockholder (as defined in the Amended and Restated Stockholders Agreement) holding between 5% and 15% of the Company’s issued and outstanding shares of common stock are entitled to request one Demand Registration, in each case, subject to certain restrictions set forth therein, including, without limitation, the following: (i) no holder of Demand Registration rights may request more than two Demand Registrations in any 180-day period, (ii) the Company will not be required to effect more than four demand registrations in any 12-month period; and (iii) the Company is not required to effect any Demand Registration if the anticipated gross offering price of such shares in any public offering would be less than \$10 million. The stockholders that are party to the Amended and Restated Stockholders Agreement also have piggyback registration rights in respect of any such future public offerings.

The terms of the Amended and Restated Stockholders Agreement are substantially the same as the terms set forth in the form of such agreement filed as an exhibit to the Registration Statement.

The foregoing description of the Amended and Restated Stockholders Agreement does not purport to be complete and is qualified in its entirety by reference to the Amended and Restated Stockholders Agreement, a copy of which is attached hereto as Exhibit 4.1 and incorporated by reference herein.

### **Item 3.03 Material Modification to Rights of Security Holders**

The information set forth under each of Item 1.01 and Item 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

### **Item 5.03 Amendments to Articles of Incorporation or Bylaws**

On July 15, 2015, the Second Amended and Restated Certificate of Incorporation (the “Charter”) and the Amended and Restated Bylaws (the “Bylaws”) of the Company became effective, as contemplated by the Prospectus. The Charter and the Bylaws are filed herewith as Exhibit 3.1 and 3.2, respectively, and are incorporated herein by reference.

### **Item 8.01 Other Events**

On July 21, 2015, the Company announced the closing of its initial public offering of 10,263,750 shares of its common stock (which includes 1,338,750 shares of common stock that were offered and sold pursuant to the full exercise of the underwriters’ option to purchase additional shares) at a price of \$16.00 per share (the “Offering”). The Company used its all of its net proceeds from the Offering to repay \$153.1 million in aggregate principal amount of outstanding borrowings under its senior secured credit facilities. A copy of the press release issued in connection with the closing of the Offering is attached hereto as Exhibit 99.1. The information in the press release is incorporated herein by reference.

### **Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits. The following exhibits are filed with this report:

<u>Exhibit No.</u>	<u>Description</u>
3.1	Second Amended and Restated Certificate of Incorporation.
3.2	Second Amended and Restated Bylaws.
4.1	Ollie’s Bargain Outlet Holdings, Inc. Amended and Restated Stockholders Agreement.
99.1	Press Release issued on July 21, 2015 of Ollie’s Bargain Outlet Holdings, Inc.

**SIGNATURES**

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

**OLLIE'S BARGAIN OUTLET HOLDINGS, INC.**

By: /s/ John Swygert

Name: John Swygert

Title: Executive Vice President and  
Chief Financial Officer

Date: July 21, 2015

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**EXHIBIT INDEX**

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**SECOND AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION OF  
OLLIE’S BARGAIN OUTLET HOLDINGS, INC.**

**(Under Sections 242 and 245 of the  
Delaware General Corporation Law)**

Ollie’s Bargain Outlet Holdings, Inc. (the “Corporation”), a corporation organized and existing under the General Corporation Law of the State of Delaware, as amended (the “DGCL”), does hereby certify as follows:

FIRST. The Corporation filed its original certificate of incorporation (the “Original Certificate of Incorporation”) with the Secretary of State of the State of Delaware on August 27, 2012 under the name Bargain Holdings, Inc., and the Corporation amended and restated its Original Certificate of Incorporation on September 27, 2012 (the “Amended and Restated Certificate of Incorporation”); further amended the Amended and Restated Certificate of Incorporation on March 23, 2015; and further amended the Amended and Restated Certificate of Incorporation on June 17, 2015 (as amended to date, the “Previous Certificate of Incorporation”).

SECOND. The board of directors of the Corporation (the “Board of Directors”) adopted resolutions proposing to amend and restate the Previous Certificate of Incorporation in its entirety, and the requisite stockholders of the Corporation have duly approved the amendment and restatement.

THIRD. Pursuant to Sections 242 and 245 of the DGCL, this Second Amended and Restated Certificate of Incorporation (this “Certificate”) restates, integrates and further amends the Previous Certificate of Incorporation of the Corporation to read in its entirety as follows:

**ARTICLE I**

1.1 Name. The name of the Corporation is:

Ollie’s Bargain Outlet Holdings, Inc.

**ARTICLE II**

2.1 Address. The address of the Corporation’s registered office in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle 19808. The name of its registered agent at such address is Corporation Service Company.

### ARTICLE III

3.1 Purpose. The purpose of the Corporation is to engage in any and all lawful acts or activities for which corporations may be organized under the DGCL. Without limiting the generality of the foregoing, the Corporation shall have all of the powers conferred on corporations by the DGCL and other applicable law.

### ARTICLE IV

#### 4.1 Conversion Immediately Upon Filing of this Certificate.

(a) The Conversion. Immediately upon the filing this Certificate, all outstanding shares of Class B Non-Voting Common Stock of the Corporation, par value \$0.001 (the "Class B Common Stock"), shall automatically convert on a one-to-one basis into shares of Class A Voting Common Stock of the Corporation, par value \$0.001 (the "Class A Common Stock"), which, in turn will be recapitalized into a single class of shares of Common Stock of the Corporation, par value \$0.001 (the "Common Stock") (the "Conversion"). Following the Conversion, the certificates representing such shares of Class A Common Stock or Class B Common Stock shall be deemed to represent shares of Common Stock, without a need for such certificates to be surrendered to the Corporation and exchanged for certificates of Common Stock. The Conversion will therefore be effective whether or not the certificates representing such shares of Class A Common Stock or Class B Common Stock are surrendered to the Corporation or its transfer agent; provided, however, that if any holder of Common Stock requests to receive certificates evidencing shares of Common Stock issuable upon the Conversion, the Corporation shall not be obligated to issue such certificates evidencing such shares of Common Stock unless and until the certificates evidencing such shares of Class A Common Stock or Class B Common Stock are either delivered to the Corporation or its transfer agent, or the holder notifies the Corporation or its transfer agent that such certificates have been lost, stolen or destroyed and executes an agreement reasonably satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates.

(b) Board Approval. In connection with the filing of this Certificate, the Board of Directors has approved the determination of the number of shares of Common Stock to be received upon the Conversion as set forth herein for all purposes, including, without limitation, Rule 16(b)-3(d) promulgated under the Exchange Act. Prior to the Conversion, the Board of Directors shall take all actions necessary or desirable in the reasonable opinion of the majority in interest of the holders of shares of Class A Common Stock or Class B Common Stock, including the adoption of appropriate resolutions of the Board of Directors, to exempt, to the extent feasible under applicable law, the determination of the number of shares of Common Stock to be received upon the Conversion from the provisions of Section I 6(b) of the Securities Exchange Act.

4.2 Authorized Shares. The total number of shares of capital stock that the Corporation shall have authority to issue is 550,000,000 shares, of which (i) 500,000,000 shares shall be designated shares of Common Stock, par value \$0.001 per share, and (ii) 50,000,000 shares shall be undesignated shares of preferred stock, par value \$0.001 per share (the "Preferred Stock"). Notwithstanding anything to the contrary contained herein, the rights and preferences

of the Common Stock shall at all times be subject to the rights and preferences of the Preferred Stock as may be set forth in one or more certificates of designations filed with the Secretary of State of the State of Delaware from time to time in accordance with the DGCL and this Certificate. The number of authorized shares of Preferred Stock and Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) from time to time by the affirmative vote of the holders of at least a majority of the voting power of the Corporation's then outstanding shares of stock entitled to vote thereon, voting together as a single class, irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of any of the Common Stock or the Preferred Stock voting separately as a class or series shall be required therefor.

4.3 Common Stock. The Common Stock shall have the following powers, designations, preferences, rights, qualifications, limitations and restrictions:

(a) Voting Rights. Each holder of record of shares of Common Stock shall be entitled to vote at all meetings of the stockholders of the Corporation and shall have one vote for each share of Common Stock held of record by such holder of record as of the applicable record date on any matter that is submitted to a vote of the stockholders of the Corporation; provided, however, that to the fullest extent permitted by law, holders of Common Stock, as such, shall have no voting power with respect to, and shall not be entitled to vote on, any amendment to this Certificate (including any certificate of designations relating to any series or class of Preferred Stock) that relates solely to the terms of one or more outstanding series or class(es) of Preferred Stock if the holders of such affected series or class(es) of Preferred Stock are entitled, either separately or together with the holders of one or more other such series or class(es), to vote thereon pursuant to applicable law or this Certificate (including any certificate of designations relating to any series or class of Preferred Stock). For the avoidance of doubt, to the fullest extent permitted by law, holders of Common Stock, as such, shall have no voting power with respect to, and shall not be entitled to vote on, the initial adoption of any certificate of designations that establish, or authorize to the issuance of, any series or class of Preferred Stock.

(b) Dividends and Distributions. Subject to the prior rights of all classes or series of stock at the time outstanding having prior rights as to dividends or other distributions, the holders of shares of Common Stock shall be entitled to receive such dividends and other distributions in cash, property, or stock as may be declared on the Common Stock by the Board of Directors from time to time out of assets or funds of the Corporation legally available therefor and shall share equally on a per share basis in all such dividends and other distributions.

(c) Liquidation Winding Up Subject to the prior rights of creditors of the Corporation and the holders of all classes or series of stock at the time outstanding having prior rights as to distributions upon liquidation, dissolution or winding up of the Corporation, in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary, the holders of shares of Common Stock shall be entitled to receive their ratable and proportionate share of the remaining assets of the Corporation.

(d) No holder of shares of Common Stock shall have cumulative voting rights.



(e) No holder of shares of Common Stock shall be entitled to preemptive or subscription rights pursuant to this Certificate.

4.4 Preferred Stock. The Board of Directors is hereby expressly authorized, to the fullest extent as may now or hereafter be permitted by the DGCL, by resolution or resolutions, at any time and from time to time, to provide for the issuance of a share or shares of Preferred Stock in one or more series or classes and to fix for each such series or class (i) the number of shares constituting such series or class and the designation of such series or class, (ii) the voting powers (if any), whether full or limited, of the shares of such series or class, (iii) the powers, preferences, and relative, participating, optional or other special rights of the shares of each such series or class, and (iv) the qualifications, limitations, and restrictions thereof, and to cause to be filed with the Secretary of State of the State of Delaware a certificate of designation with respect thereto. Without limiting the generality of the foregoing, to the fullest extent as may now or hereafter be permitted by the DGCL, the authority of the Board of Directors with respect to the Preferred Stock and any series or class thereof shall include, but not be limited to, determination of the following:

(a) the number of shares constituting any series or class and the distinctive designation of that series or class;

(b) the dividend rate or rates on the shares of any series or class, the terms and conditions upon which and the periods in respect of which dividends shall be payable, whether dividends shall be cumulative and, if so, from which date or dates, and the relative rights of priority, if any, of payment of dividends on shares of that series or class;

(c) whether any series or class shall have voting rights, in addition to the voting rights provided by applicable law, and, if so, the number of votes per share and the terms and conditions of such voting rights;

(d) whether any series or class shall have conversion privileges and, if so, the terms and conditions of conversion, including provision for adjustment of the conversion rate upon such events as the Board of Directors shall determine;

(e) whether the shares of any series or class shall be redeemable and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates;

(f) whether any series or class shall have a sinking fund for the redemption or purchase of shares of that series or class, and, if so, the terms and amount of such sinking fund;

(g) the rights of the shares of any series or class in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of shares of that series or class; and

(h) any other powers, preferences, rights, qualifications, limitations, and restrictions of any series or class.

The powers, preferences and relative, participating, optional and other special rights of the shares of each series or class of Preferred Stock, and the qualifications, limitations or restrictions thereof, if any, may differ from those of any and all other series or classes at any time outstanding. Unless otherwise provided in the resolution or resolutions providing for the issuance of such series or class of Preferred Stock, shares of Preferred Stock, regardless of series or class, which shall be issued and thereafter acquired by the Corporation through purchase, redemption, exchange, conversion or otherwise shall return to the status of authorized but unissued Preferred Stock, without designation as to series or class of Preferred Stock, and the Corporation shall have the right to reissue such shares.

4.5 Power to Sell and Purchase Shares. Subject to the requirements of applicable law, the Corporation shall have the power to issue and sell all or any part of any shares of any class of stock herein or hereafter authorized to such persons, and for such consideration and for such corporate purposes, as the Board of Directors shall from time to time, in its discretion, determine, whether or not greater consideration could be received upon the issue or sale of the same number of shares of another class, and as otherwise permitted by law. Subject to the requirements of applicable law, the Corporation shall have the power to purchase any shares of any class of stock herein or hereafter authorized from such persons, and for such consideration and for such corporate purposes, as the Board of Directors shall from time to time, in its discretion, determine, whether or not less consideration could be paid upon the purchase of the same number of shares of another class, and as otherwise permitted by law.

## ARTICLE V

5.1 Powers of the Board. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by applicable law or by this Certificate (including any certificate of designations relating to any series or class of Preferred Stock) or the Bylaws of the Corporation, the Board of Directors is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, except as otherwise specifically required by law or as otherwise provided in this Certificate (including any certificate of designations relating to any series or class of Preferred Stock).

5.2 Number of Directors. The total number of directors constituting the entire Board of Directors shall be such number as may be fixed from time to time exclusively by resolution of at least a majority of the Board then in office.

5.3 Classification. Subject to the terms of any one or more series or classes of Preferred Stock, and upon the effectiveness of this Certificate (the "Effective Time"), the directors of the Corporation shall be divided into three classes designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. The Board of Directors may assign members of the Board of Directors already in office to such classes as of the Effective Time. The term of office of the initial Class I directors shall expire at the first annual meeting of the stockholders following the Effective Time; the term of office of the initial Class II directors shall expire at the second annual meeting of the stockholders following the Effective Time; and the term of office of the initial Class III directors shall expire at the third annual meeting of the

stockholders following the Effective Time. At each annual meeting of stockholders, commencing with the first annual meeting of stockholders following the Effective Time, successors to the class of directors whose term expires at that annual meeting shall be elected to hold office until the third annual meeting next succeeding his or her election and until his or her respective successor shall have been duly elected and qualified. If the number of directors is changed, any increase or decrease shall be apportioned among the classes in such a manner as the Board of Directors shall determine so as to maintain the number of directors in each class as nearly equal as possible, but in no case will a decrease in the number of directors shorten the term of any incumbent director.

5.4 Removal of Directors. Subject to the terms of any one or more series or classes of Preferred Stock, any director or the entire Board of Directors may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of all outstanding shares of Common Stock then entitled to vote on the election of directors, voting together as a single class. For purposes of this Section 5.4, “cause” shall mean, with respect to any director, (i) the willful failure by such director to perform, or the gross negligence of such director in performing, the duties of a director, (ii) the engaging by such director in willful or serious misconduct that is injurious to the Corporation or (iii) the conviction of such director of, or the entering by such director of a plea of *nolo contendere* to, a crime that constitutes a felony.

5.5 Term. A director shall hold office until the annual meeting for the year in which his or her term expires and until his or her successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement or removal from office. A director may resign at any time upon written notice to the Corporation.

5.6 Vacancies. Subject to the terms of any one or more series or classes of Preferred Stock, any vacancies in the Board of Directors for any reason and any newly created directorships resulting by reason of any increase in the number of directors shall be filled only by the Board of Directors (and not by the stockholders), acting by a majority of the remaining directors then in office, even if less than a quorum, or by a sole remaining director, and any directors so appointed shall hold office until the next election of the class of directors to which such directors have been appointed and until their successors are duly elected and qualified.

5.7 Director Elections by Holders of Preferred Stock. Notwithstanding the foregoing, whenever the holders of any one or more series or classes of Preferred Stock shall have the right, voting separately by series or class, to elect one or more directors at an annual or special meeting of stockholders, the election, filling of vacancies, removal of directors and other features of such one or more directorships shall be governed by the terms of such one or more series or classes of Preferred Stock to the extent permitted by law.

5.8 Officers. Except as otherwise expressly delegated by resolution of the Board of Directors, the Board of Directors shall have the exclusive power and authority to appoint and remove officers of the Corporation.

## ARTICLE VI

6.1 Elections of Directors. Elections of directors need not be by written ballot except and to the extent provided in the Bylaws of the Corporation.

6.2 Advance Notice. Advance notice of nominations for the election of directors or proposals of other business to be considered by stockholders, made other than by the Board of Directors or a duly authorized committee thereof or any authorized officer of the Corporation to whom the Board of Directors or such committee shall have delegated such authority, shall be given in the manner provided in the Bylaws of the Corporation. Without limiting the generality of the foregoing, the Bylaws may require that such advance notice include such information as the Board of Directors may deem appropriate or useful.

6.3 No Stockholder Action by Consent. Subject to the terms of any one or more series or classes of Preferred Stock, from and after the time that CCMP Capital Investors II, L.P., a Delaware limited partnership, CCMP Capital Investors (Cayman) II, L.P., a Cayman Islands exempted limited partnership (collectively, the "Sponsor"), Mark Butler in his capacity as a stockholder, the Mark L. Butler 2012 Delaware Dynasty Trust, or any entity established by Mark Butler in his capacity as a stockholder for estate planning purposes (collectively, the "Butler Stockholder"), and their respective affiliates collectively, beneficially own (as shall be determined in accordance with Rules 13d-3 and 13d-5 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) less than 50.1% of the then outstanding shares of the Common Stock, then any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of such stockholders of the Corporation and may not be effected by any written consent in lieu of a meeting by such stockholders, unless the directors then in office unanimously recommend that such action be permitted to be taken by written consent of stockholders. In the event that an action is permitted to be taken by written consent of stockholders in accordance with this Section 6.3 and a signed written consent(s) (and any related revocation(s)) is (are) delivered to the Corporation in the manner provided by applicable law, the Corporation may engage independent inspectors of elections for the purpose of performing promptly a ministerial review of the validity of the consents and revocations. In the event the Corporation engages such inspectors, then for the purpose of permitting the inspectors to perform such review no action by written consent in lieu of a meeting of stockholders shall be effective until such inspectors have completed their review, determined that the requisite number of valid and unrevoked consents delivered to the Corporation in accordance with applicable law have been obtained to take the action specified in the consents, and certified such determination for entry in the records of the Corporation kept for the purpose of recording the proceedings of meetings of stockholders, and such action by written consent will take effect as of the date and time of the certification of the written consents and will not relate back to the date the written consents to take action were delivered to the Corporation. For purposes of this Section 6.3, Section 6.5, Section 7.2(c) and Article X below, "affiliates" shall mean, with respect to a given person, any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified; provided, further, that for the purposes of this definition (i) the Corporation, its subsidiaries and any entities (including corporations, partnerships, limited liability companies or other persons) in which the Corporation or its subsidiaries hold, directly or indirectly, an ownership interest shall not be deemed to be "affiliates" of the Sponsor or the Butler Stockholder; provided, further, that no "portfolio company" (as such term is customarily used among institutional investors) of the Sponsor or any entity controlled by any portfolio

company of the Sponsor shall constitute a Sponsor affiliate. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) as applied to any person means the possession, direct or indirect, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

6.4 Postponement, Conduct and Adjournment of Meetings. Any meeting of stockholders may be postponed by action of the Board of Directors at any time in advance of such meeting. The Board of Directors shall have the power to adopt such rules and regulations for the conduct of the meetings and management of the affairs of the Corporation as they may deem proper and the power to adjourn any meeting of stockholders without a vote of the stockholders, which powers may be delegated by the Board of Directors to the Chairperson of such meeting in either such rules and regulations or pursuant to the Bylaws of the Corporation.

6.5 Special Meetings of Stockholders. Subject to the terms of any one or more series or classes of Preferred Stock, special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called at any time, but only by or at the direction of a majority of the directors then in office, the Chairperson of the Board or the Chief Executive Officer of the Corporation, except as otherwise provided in the Corporation’s Bylaws. The ability of stockholders to call a special meeting of stockholders is specifically denied from and after the time that the Sponsor and the Butler Stockholder and their respective affiliates collectively beneficially own (as shall be determined in accordance with Rules 13d-3 and 13d-5 of the Exchange Act) less than 50.1% of the then outstanding shares of the Common Stock.

## ARTICLE VII

7.1 Limited Liability of Directors. To the fullest extent permitted by the DGCL, as the same exists or as may hereafter be amended, no director of the Corporation shall have any personal liability to the Corporation or any of its stockholders for monetary damages for any breach of fiduciary duty as a director. If the DGCL is amended hereafter to permit the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. Any alteration, amendment, addition to or repeal of this Section 7.1, or adoption of any provision of this Certificate (including any certificate of designations relating to any series or class of Preferred Stock) inconsistent with this Section 7.1, shall not adversely affect any right or protection of a director of the Corporation existing at the time of such alteration, amendment, addition to, repeal or adoption with respect to acts or omissions occurring prior to such alteration, amendment, addition to, repeal or adoption.

7.2 Amendment of Article VII. No alteration, amendment, addition to or repeal of this Article VII, nor the adoption of any provision of this Certificate (including any certificate of designations relating to any series or class of Preferred Stock) inconsistent with this Article VII or Article VI of the Bylaws, shall adversely affect any rights to indemnification and to the advancement of expenses of a director or officer (or, as authorized by the Board, of an employee or agent) of the Corporation existing at the time of such alteration, amendment, addition to, repeal or adoption with respect to any acts or omissions occurring prior to such alteration, amendment, addition to, repeal or adoption.

## ARTICLE VIII

8.1 Delaware. Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the DGCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

## ARTICLE IX

9.1 Amendments to Bylaws. In furtherance and not in limitation of the powers conferred upon it by the laws of the State of Delaware, the Board of Directors is expressly authorized and empowered to make, alter, amend, add to or repeal any and all Bylaws of the Corporation by a majority of the directors then in office. Notwithstanding anything to the contrary contained in this Certificate (including any certificate of designations relating to any series or class of Preferred Stock), the affirmative vote of the holders of at least 66 2/3% of the voting power of the Corporation's then outstanding shares of Common Stock, voting together as a single class, shall be required for the stockholders to make, alter, amend, add to or repeal any or all Bylaws of the Corporation or to adopt any provision inconsistent therewith.

## ARTICLE X

10.1 Section 203 of the DGCL. The Corporation shall not be governed by Section 203 of the DGCL ("Section 203"), and the restrictions contained in Section 203 shall not apply to the Corporation, until the moment in time immediately following the time at which both of the following conditions exist (if ever): (i) Section 203 by its terms would, but for the provisions of this Article X, apply to the Corporation; and (ii) there occurs a transaction following the consummation of which the Sponsor and the affiliates of the Sponsor own (as defined in Section 203) collectively less than 5% of the voting power of the Corporation's then outstanding shares of voting stock (as defined in Section 203) of the Corporation, and the Corporation shall thereafter be governed by Section 203 if and for so long as Section 203 by its terms shall apply to the Corporation.

10.2 Corporate Opportunities. To the fullest extent permitted by Section 122(17) of the DGCL and except as may be otherwise expressly agreed in writing by the Corporation and the Sponsor, the Corporation, on behalf of itself and its subsidiaries, renounces any interest or expectancy of the Corporation and its subsidiaries in, or in being offered an opportunity to participate in, business opportunities, which are from time to time presented to the Sponsor, or any of its affiliates (other than the Corporation and its subsidiaries), or any of its or such of its affiliates' employees, trustees, managers, officers, directors, agents, stockholders, members and partners, even if the opportunity is one that the Corporation or its subsidiaries might reasonably be deemed to have pursued or had the ability or desire to pursue if granted the opportunity to do so, and no such person or entity shall be liable to the Corporation or any of its subsidiaries for breach of any fiduciary or other duty, as a director or officer or otherwise, by reason of the fact that such person or entity pursues or acquires such business opportunity, directs such business opportunity to another person or entity or fails to present such business opportunity, or information regarding such business opportunity, to the Corporation or its subsidiaries unless, in

the case of any such person who is a director or officer of the Corporation, such business opportunity is expressly offered to such director or officer in writing solely in his or her capacity as a director or officer of the Corporation. Neither the alteration, amendment, addition to or repeal of this Article X, nor the adoption of any provision of this Certificate (including any certificate of designations relating to any series or class of Preferred Stock) inconsistent with this Article X, shall eliminate or reduce the effect of this Article X in respect of any business opportunity first identified or any other matter occurring, or any cause of action, suit or claim that, but for this Article X, would accrue or arise, prior to such alteration, amendment, addition, repeal or adoption.

10.3 Amendments to Article X. Notwithstanding anything to the contrary in this Certificate or the Bylaws of the Corporation, for as long as the Sponsor and the affiliates of the Sponsor collectively beneficially own shares of stock of the Corporation representing at least 10% of the Corporation's then outstanding shares entitled to vote generally in the election of directors, this Article X shall not be amended, altered or revised, including by merger or otherwise, without the Sponsor's prior written consent.

## ARTICLE XI

11.1 Forum. Unless the Corporation consents in writing in advance to the selection of an alternative forum, the Court of Chancery of the State of Delaware shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by, or any wrongdoing by, any director, officer or employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the DGCL, this Certificate (including as it may be amended from time to time), or the Bylaws, (iv) any action to interpret, apply, enforce or determine the validity of the Corporation's Certificate of Incorporation or the Bylaws, or (v) any action asserting a claim governed by the internal affairs doctrine. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XI.

## ARTICLE XII

12.1 Amendment. The Corporation reserves the right, at any time and from time to time, to alter, amend, add to or repeal any provision contained in this Certificate (including any certificate of designations relating to any series or class of Preferred Stock) in any manner now or hereafter prescribed by law (subject to the express provisions hereof that prohibit retroactive application of changes), and all rights, preferences, privileges and powers of any nature conferred upon stockholders, directors or any other persons herein are granted subject to this reservation; provided, however, that notwithstanding any other provision of this Certificate (including any certificate of designations relating to any series or class of Preferred Stock), and in addition to any other vote that may be required by law, the affirmative vote of the holders of at least 66 2/3% of the voting power of the Corporation's then outstanding shares of Common Stock, entitled to vote thereon, voting together as a single class, shall be required to alter, amend, add to or repeal, or to adopt any provision inconsistent with, Sections 5.3, 5.4, 5.5 and 5.6 of Article V, Sections 6.3 and 6.5 of Article VI, Article IX and Article XI, hereof, or this proviso of this Article XII.

**ARTICLE XIII**

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

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IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed on its behalf this 15th day of July 2015.

**OLLIE'S BARGAIN OUTLET HOLDINGS,  
INC.**

By: /s/ Rob Bertram

Name: Rob Bertram

Title: Vice President and General Counsel

[SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION]

**SECOND AMENDED AND RESTATED BYLAWS  
OF  
OLLIE'S BARGAIN OUTLET HOLDINGS, INC.  
(a Delaware corporation)**

Effective July 15, 2015

**ARTICLE I**

**STOCKHOLDERS**

Section 1.01. Annual Meetings. The annual meeting of the stockholders of Ollie's Bargain Outlet Holdings, Inc. (the "Corporation") the Corporation for the election of Directors and for the transaction of such other business as properly may come before such meeting shall be held at such place, either within or without the State of Delaware, or, within the sole discretion of the board of directors of the Corporation (the "Board of Directors"), and subject to such guidelines and procedures as the Board of Directors may adopt, by means of remote communication and at such date and at such time, as may be fixed from time to time by resolution of the Board of Directors and set forth in the notice or waiver of notice of the meeting.

Section 1.02. Special Meetings. Subject to the terms of any one or more series or classes of preferred stock of the Corporation (the "Preferred Stock"), special meetings of the stockholders of the Corporation, for any purpose or purposes, may be called at any time, but only by or at the direction of a majority of the directors then in office, the chairperson of the Board of Directors (the "Chairperson of the Board") or the chief executive officer of the Corporation (the "Chief Executive Officer"). In addition, for as long as, and only if, (a) CCMP Capital Investors II, L.P., a Delaware limited partnership, CCMP Capital Investors (Cayman) II, L.P., a Cayman Islands exempted limited partnership (collectively, the "Sponsor"), and (b) Mark Butler in his capacity as a stockholder, the Mark L. Butler 2012 Delaware Dynasty Trust, or any entity established by Mark Butler in his capacity as a stockholder for estate planning purposes (collectively, the "Butler Stockholder"), and their respective affiliates collectively, beneficially own (as shall be determined in accordance with Rules 13d-3 and 13d-5 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) at least 50.1% of the then outstanding shares of the common stock of the Corporation, the Sponsor may call a special meeting of the stockholders of the Corporation. Except as set forth in the preceding sentence, the ability of stockholders to call a special meeting of stockholders is specifically denied. Any such special meetings of the stockholders shall be held at such places, within or without the State of Delaware, or, within the sole discretion of the Board of Directors, and subject to such guidelines and procedures as the Board of Directors may adopt, by means of remote communication, as shall be specified in the respective notices or waivers of notice thereof.

Section 1.03. No Stockholder Action by Consent. Subject to the terms of any one or more series or classes of Preferred Stock, from and after the time that the Sponsor, the Butler Stockholder, and the Sponsor's and the Butler Stockholder's respective affiliates, collectively beneficially own (as determined in accordance with Rules 13d-3 and 13d-5 of the Exchange Act) less than 50.1% of the then outstanding shares of the common stock of the Corporation, then any action required or permitted to be taken by the stockholders of the Corporation must be effected

at a duly called annual or special meeting of such stockholders of the Corporation and may not be effected by any written consent in lieu of a meeting by such stockholders, unless the directors then in office unanimously recommend that such action be permitted to be taken by written consent of stockholders. In the event that an action is permitted to be taken by written consent of stockholders in accordance with this Section 1.03 and a signed written consent(s) (and any related revocation(s)) is (are) delivered to the Corporation in the manner provided by applicable law, the Corporation may engage independent inspectors of elections for the purpose of performing promptly a ministerial review of the validity of the consents and revocations. In the event the Corporation engages such inspectors, then for the purpose of permitting the inspectors to perform such review no action by written consent in lieu of a meeting of stockholders shall be effective until such inspectors have completed their review, determined that the requisite number of valid and unrevoked consents delivered to the Corporation in accordance with applicable law have been obtained to take the action specified in the consents, and certified such determination for entry in the records of the Corporation kept for the purpose of recording the proceedings of meetings of stockholders, and such action by written consent will take effect as of the date and time of the certification of the written consents and will not relate back to the date the written consents to take action were delivered to the Corporation. For purposes of this Article I, “affiliates” shall have the meaning set forth in Section 1.12(c)(iii) below; provided, however, that for the purposes of this definition the Corporation, its subsidiaries and any entities (including corporations, partnerships, limited liability companies or other persons) in which the Corporation or its subsidiaries hold, directly or indirectly, an ownership interest shall not be deemed to be “affiliates” of one another; provided, further, that no “portfolio company” (as such term is customarily used among institutional investors) of the Sponsor or any entity controlled by any portfolio company of the Sponsor shall constitute a Sponsor affiliate. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) as applied to any person means the possession, direct or indirect, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract, or otherwise

Section 1.04. Notice of Meetings; Waiver.

(a) The secretary of the Corporation (the “Secretary”), any assistant to the Secretary (the “Assistant Secretary”) or another officer of the Company designated by the Board of Directors, shall cause written notice of the place, if any, date and hour of each meeting of the stockholders, and, in the case of a special meeting, the purpose or purposes for which such meeting is called, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, to be given personally by mail or by electronic transmission, or as otherwise provided in these Bylaws, not fewer than ten (10) nor more than sixty (60) days prior to the meeting, to each stockholder of record entitled to vote at such meeting. If such notice is mailed, it shall be deemed to have been given personally to a stockholder when deposited in the United States mail, postage prepaid, directed to the stockholder at his or her address as it appears on the record of stockholders of the Corporation, or, if a stockholder shall have filed with the Secretary of the Corporation, a written request that notices to such stockholder be mailed to some other address, then directed to such stockholder at such other address. Such further notice shall be given as may be required by law.

(b) A written waiver of any notice of any annual or special meeting signed by the person entitled thereto, or a waiver by electronic transmission by the person entitled to notice, shall be deemed equivalent to notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders need be specified in a written waiver of notice. Attendance of a stockholder at a meeting of stockholders shall constitute a waiver of notice of such meeting, except when the stockholder attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) For notice given by electronic transmission to a stockholder to be effective, such stockholder must consent to the Corporation's giving notice by that particular form of electronic transmission. A stockholder may revoke consent to receive notice by electronic transmission by written notice to the Corporation. A stockholder's consent to notice by electronic transmission is automatically revoked if the Corporation is unable to deliver two consecutive electronic transmission notices and such inability becomes known to the Secretary of the Corporation, any Assistant Secretary, the transfer agent or other person responsible for giving notice.

(d) Notices are deemed given (i) if by mail, when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation; (ii) if by electronic transmission, when given in the manner provided in Section 232 of the General Corporation Law of the State of Delaware, or any successor section thereto; or (iii) if by posting on an electronic network (such as a website or chatroom) together with a separate notice to the stockholder of such specific posting, upon the later to occur of (A) such posting or (B) the giving of the separate notice of such posting. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given in writing or by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

(e) If a stockholder meeting is to be held by means of remote communication and stockholders will take action at such meeting, the notice of such meeting must: (i) specify the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present and vote at such meeting; and (ii) provide the information required to access the stockholder list. A waiver of notice may be given by electronic transmission.

Section 1.05. Quorum. Except as otherwise required by law or by the certificate of incorporation of the Corporation (as it may be amended, restated, or otherwise modified from time to time, the "Certificate of Incorporation"), at each meeting of stockholders the presence in person or by proxy of the holders of record of a majority in voting power of the shares entitled to vote at a meeting of stockholders shall constitute a quorum for the transaction of business at such meeting; it being understood that to the extent the Board of Directors issues or grants any shares that are subject to vesting or forfeiture and restrict or eliminate voting rights with respect to such shares until such vesting criteria is satisfied or such forfeiture provisions lapse, any such unvested shares shall not be considered to have the power to vote at a meeting of stockholders. Where a separate vote by one or more classes or series is required, the presence in person or by proxy of the holders of record of a majority in voting power of the shares entitled to vote shall constitute a quorum entitled to take action with respect to that vote on that matter. Shares of its

own stock belonging to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any subsidiary of the Corporation to vote stock, including, but not limited to, its own stock, held by it in a fiduciary capacity.

Section 1.06. Voting. If, pursuant to Section 5.05 of these Bylaws, a record date has been fixed, every holder of record of shares entitled to vote at a meeting of stockholders shall, subject to the terms of any one or more series or classes of Preferred Stock, be entitled to one (1) vote for each share outstanding in his or her name on the books of the Corporation at the close of business on such record date. If no record date has been fixed, then every holder of record of shares entitled to vote at a meeting of stockholders shall, subject to the terms of any one or more series or classes of Preferred Stock, be entitled to one (1) vote for each share of stock standing in his or her name on the books of the Corporation at the close of business on the day next preceding the day on which notice of the meeting is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at a meeting and voting for nominees in the election of Directors, and in all other matters, the affirmative vote of the majority of shares present in person or represented by proxy at a meeting and voting on the subject matter shall be the act of the stockholders.

Section 1.07. Voting by Ballot. No vote of the stockholders on an election of Directors need be taken by written ballot or by electronic transmission unless otherwise required by law. Any vote not required to be taken by ballot or by electronic transmission may be conducted in any manner approved by the Board of Directors prior to the meeting at which such vote is taken.

Section 1.08. Postponement and Adjournment. Any meeting of stockholders may be postponed by action of the Board of Directors at any time in advance of such meeting. If a quorum is not present at any meeting of the stockholders, the chairperson of such meeting shall have the power to adjourn the meeting without a vote of the stockholders. Notice of any adjourned meeting of the stockholders of the Corporation need not be given if the place, if any, date and hour thereof are announced at the meeting at which the adjournment is taken, provided, however, that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date for the adjourned meeting is fixed pursuant to Section 5.05 of these Bylaws, a notice of the adjourned meeting, conforming to the requirements of Section 1.04 of these Bylaws, shall be given to each stockholder of record entitled to vote at such meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted on the original date of the meeting.

Section 1.09. Proxies. Any stockholder entitled to vote at any meeting of the stockholders may authorize another person or persons to vote at any such meeting and express such vote on behalf of him or her by proxy. A stockholder may authorize a valid proxy by executing a written instrument signed by such stockholder, or by causing his or her signature to be affixed to such writing by any reasonable means including, but not limited to, by facsimile signature, or by transmitting or authorizing the transmission of a telegram, cablegram or other

means of electronic transmission to the person designated as the holder of the proxy, a proxy solicitation firm or a like authorized agent. No such proxy shall be voted or acted upon after the expiration of three (3) years from the date of such proxy, unless such proxy provides for a longer period. Every proxy shall be revocable at the pleasure of the stockholder executing it, except in those cases where applicable law provides that a proxy shall be irrevocable. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the Corporation either an instrument in writing revoking the proxy or another duly executed proxy bearing a later date. Proxies by telegram, cablegram or other electronic transmission must either set forth or be submitted with information from which it can be determined that the telegram, cablegram or other electronic transmission was authorized by the stockholder. Any copy, facsimile telecommunication or other reliable reproduction of a writing or transmission created pursuant to this section may be substituted or used in lieu of the original writing or transmission for any and all purposes for which the original writing or transmission could be used, provided that such copy, facsimile telecommunication or other reproduction shall be a complete reproduction of the entire original writing or transmission.

Section 1.10. Organization; Procedure. At every meeting of stockholders the chairperson of such meeting shall be the Chairperson of the Board or, if no Chairperson of the Board has been elected or in the event of his or her absence or disability, a chairperson chosen by the Board of Directors. The Secretary of the Corporation, or in the event of his or her absence or disability, an Assistant Secretary, if any, or if there be no Assistant Secretary, in the absence of the Secretary of the Corporation, an appointee of the chairperson of the meeting, shall act as Secretary of the meeting. The order of business and all other matters of procedure at every meeting of stockholders may be determined by the chairperson of such meeting.

Section 1.11. Business at Annual and Special Meetings. No business may be transacted at an annual or special meeting of stockholders other than business that is:

(a) specified in a notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors or a duly authorized committee thereof,

(b) otherwise brought before the meeting by or at the direction of the Board of Directors or a duly authorized committee thereof or any authorized officer of the Corporation to whom the Board of Directors or such committee shall have delegated such authority, or

(c) otherwise brought before the meeting by a Noticing Stockholder who complies with the notice procedures set forth in Section 1.12 of these Bylaws.

A “Noticing Stockholder” must be either a Record Holder or a Nominee Holder. A “Record Holder” is a stockholder that holds of record stock of the Corporation entitled to vote at the meeting on the business (including any election of a director) to be appropriately conducted at the meeting. A “Nominee Holder” is a stockholder that holds such stock through a nominee or “street name” holder of record and can demonstrate to the Corporation such indirect ownership of such stock and such Nominee Holder’s entitlement to vote such stock on such business. Clause (c) of this Section 1.11 shall be the exclusive means for a Noticing Stockholder to make director nominations or submit other business before a meeting of stockholders (other than proposals brought under Rule 14a-8 under the Exchange Act and included in the

Corporation's notice of meeting, which proposals are not governed by these Bylaws). Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at a stockholders' meeting except in accordance with the procedures set forth in this Section 1.11 and Section 1.12 of these Bylaws.

Section 1.12. Notice of Stockholder Business and Nominations. In order for a Noticing Stockholder to properly bring any item of business before a meeting of stockholders, the Noticing Stockholder must give timely notice thereof in writing to the Secretary of the Corporation in compliance with the requirements of this Section 1.12. This Section 1.12 shall constitute an "advance notice provision" for annual meetings for purposes of Rule 14a-4(c)(1) under the Exchange Act.

(a) To be timely, a Noticing Stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation:

(i) in the case of an annual meeting of stockholders, not earlier than the close of business on the one-hundred twentieth (120th) day and not later than the close of business on the ninetieth (90th) day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event (A) the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one-hundred twentieth (120th) day prior to the date of such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to the date of such annual meeting, or if (B) no annual meeting was held in the preceding year or the first public announcement of the date of such annual meeting is less than one hundred (100) days prior to the date of such annual meeting, the tenth (10th) day following the day on which public announcement of the date of such meeting is first made by the Corporation;

(ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not earlier than the close of business on the one-hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting or the tenth (10th) day following the date on which notice of the date of the special meeting was mailed or public disclosure of the date of the special meeting was made, whichever first occurs; and

(iii) notwithstanding anything in Sections 1.12(a)(i) and (ii) to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased and there has been no public announcement naming all of the nominees for director or indicating the increase in the size of the Board of Directors made by the Corporation at least ten (10) days before the last day, a Noticing Stockholder may deliver a notice of nomination in accordance with Sections 1.12(a)(i) and (ii), a Noticing Stockholder's notice required by this Section 1.12 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public

announcement is first made by the Corporation. In no event shall the adjournment or postponement of an annual or special meeting (or any public announcement thereof) commence a new time period (or extend any time period) for the giving of notice by a Noticing Stockholder as described in this Section 1.12.

(b) To be in proper form, whether in regard to a nominee for election to the Board of Directors or other business, a Noticing Stockholder's notice to the Secretary must:

(i) set forth, as to the Noticing Stockholder and, if the Noticing Stockholder holds for the benefit of another, the beneficial owner on whose behalf the nomination or proposal is made, the following information together with a representation as to the accuracy of the information:

(A) the name and address of the Noticing Stockholder as they appear on the Corporation's books and, if the Noticing Stockholder holds for the benefit of another, the name and address of such beneficial owner (collectively "Holder");

(B) the class or series and number of shares of the Corporation that are, directly or indirectly, owned beneficially and/or of record, and the date such ownership was acquired;

(C) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation, whether or not the instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") that is directly or indirectly owned beneficially by the Holder or any Stockholder Associated Person of the Noticing Stockholder and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Corporation;

(D) any proxy, contract, arrangement, understanding, or relationship pursuant to which the Holder has a right to vote or has granted a right to vote any shares of any security of the Corporation;

(E) any short interest in any security of the Corporation (for purposes of these Bylaws a person shall be deemed to have a short interest in a security if the Holder or any Stockholder Associated Person of the Noticing Stockholder directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security);

(F) any rights to dividends on the shares of the Corporation owned beneficially by the Holder that are separated or separable from the underlying shares of the Corporation;



(G) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership or limited liability company or similar entity in which the Holder or any Stockholder Associated Person of the Noticing Stockholder is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, is the manager, managing member or directly or indirectly beneficially owns an interest in the manager or managing member of a limited liability company or similar entity;

(H) any performance-related fees (other than an asset-based fee) that the Holder or any Stockholder Associated Person of the Noticing Stockholder is entitled to based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any;

(I) any arrangements, rights, or other interests described in Sections 1.12(b)(i)(C)-(H) held by members of such Holder's immediate family sharing the same household;

(J) a representation that the Noticing Stockholder intends to appear in person or by proxy at the meeting to nominate the person(s) named or propose the business specified in the notice and whether or not such stockholder intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding shares required to approve the nomination(s) or the business proposed and/or otherwise to solicit proxies from stockholders in support of the nomination(s) or the business proposed;

(K) a certification regarding whether or not such stockholder and Stockholder Associated Persons have complied with all applicable federal, state and other legal requirements in connection with such stockholder's and/or Stockholder Associated Persons' acquisition of shares or other securities of the Corporation and/or such stockholder's and/or Stockholder Associated Persons' acts or omissions as a stockholder of the Corporation;

(L) any other information relating to the Holder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations thereunder; and

(M) any other information as reasonably requested by the Corporation.

Such information shall be provided as of the date of the notice and shall be supplemented by the Holder not later than 10 days after the record date for the meeting to disclose such ownership as of the record date.

(ii) If the notice relates to any business other than a nomination of a director or directors that the stockholder proposes to bring before the meeting, the notice must set forth:

(A) a brief description of the business desired to be brought before the meeting (including the text of any resolutions proposed for consideration), the reasons for conducting such business at the meeting, and any material direct or indirect interest of the Holder or any Stockholder Associated Persons in such business; and

(B) a description of all agreements, arrangements and understandings, direct and indirect, between the Holder, and any other person or persons (including their names) in connection with the proposal of such business by the Holder.

(iii) set forth, as to each person, if any, whom the Holder proposes to nominate for election or reelection to the Board of Directors:

(A) all information relating to the nominee (including, without limitation, the nominee's name, age, business and residence address and principal occupation or employment and the class or series and number of shares of capital stock of the Corporation that are owned beneficially or of record by the nominee) that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected);

(B) a description of any agreements, arrangements and understandings between or among such stockholder or any Stockholder Associated Person, on the one hand, and any other persons (including any Stockholder Associated Person), on the other hand, in connection with the nomination of such person for election as a director; and

(C) a description of all direct and indirect compensation and other material monetary agreements, arrangements, and understandings during the past three years, and any other material relationships, between or among the Holder and respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Item 404 of Regulation S-K if the Holder making the nomination or on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of Item 404 and the nominee were a director or executive officer of such registrant.

(iv) with respect to each nominee for election or reelection to the Board of Directors, the Noticing Stockholder shall include a completed and signed questionnaire, representation, and agreement required by Section 1.13 of these Bylaws. The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the Corporation to determine the eligibility of the proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of the nominee.

(c) For purposes of these Bylaws:

(i) “public announcement” shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14, or 15(d) of the Exchange Act and the rules and regulations thereunder;

(ii) “Stockholder Associated Person” means, with respect to any stockholder, (i) any person acting in concert with such stockholder, (ii) any beneficial owner of shares of stock of the Corporation owned of record or beneficially by such stockholder (other than a stockholder that is a depositary) and (iii) any person controlling, controlled by or under common control with any stockholder, or any Stockholder Associated Person identified in clauses (i) or (ii) above; and

(iii) “Affiliate” and “Associate” are defined by reference to Rule 12b-2 under the Securities Exchange Act of 1934. An “affiliate” is any “person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.” “Control” is defined as the “possession, direct or indirect, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract, or otherwise.” The term “associate” of a person means: (i) any corporation or organization (other than the registrant or a majority-owned subsidiary of the registrant) of which such person is an officer or partner or is, directly or indirectly, the beneficial owner of ten (10) percent or more of any class of equity securities, (ii) any trust or other estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity, and (iii) any relative or spouse of such person, or any relative of such spouse, who has the same home as such person or who is a director or officer of the registrant or any of its parents or subsidiaries.

(d) Only those persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible to serve as directors. Only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in these Bylaws, provided, however, that, once business has been properly brought before the meeting in accordance with Section 1.11, nothing in this Section 1.12(d) shall be deemed to preclude discussion by any stockholder of such business. If any information submitted pursuant to this Section 1.12 by any stockholder proposing a nominee(s) for election as a director at a meeting of stockholders is inaccurate in any material respect, such information shall be deemed not to have been provided in accordance with this Section 1.12. Except as otherwise provided by law, the Certificate of Incorporation, or these Bylaws, the chairperson of the meeting shall have the power and duty to determine whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in compliance with the procedures set forth in these Bylaws and, if he or she should determine that any proposed nomination or business is not in compliance with these Bylaws, he or she shall so declare to the meeting and any such nomination or business not properly brought before the meeting shall be disregarded or not be transacted.

(e) Notwithstanding the foregoing provisions of these Bylaws, a Noticing Stockholder also shall comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in these Bylaws; provided, however, that any references in these Bylaws to the Exchange Act or the rules thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to Section 1.11 or this Section 1.12 of these Bylaws.

(f) Nothing in these Bylaws shall be deemed to (i) affect any rights of (A) stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act or (B) the holders of any series or class of Preferred Stock, if any, if so provided under any applicable certificate of designation for such Preferred Stock or (ii) affect any rights of any holders of common stock pursuant to any stockholders' agreement entered into by one or more stockholders and the Company (any such stockholders' agreement, a "Stockholders Agreement") or impose any requirements, restrictions or limitations under Sections 1.11, 1.12 or 1.13 of these Bylaws unless expressly imposed by a Stockholders Agreement.

Section 1.13. Submission of Questionnaire, Representation and Agreement. To be eligible to be a nominee for election or reelection as a director of the Corporation by a Holder, a person must complete and deliver (in accordance with the time periods prescribed for delivery of notice under Section 1.12 of these Bylaws) to the Secretary at the principal executive offices of the Corporation a written questionnaire providing the information requested about the background and qualifications of such person and the background of any other person or entity on whose behalf the nomination is being made and a written representation and agreement (the questionnaire, representation, and agreement to be in the form provided by the Secretary upon written request) that such person:

(a) is not and will not become a party to:

(i) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how the person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation, or

(ii) any Voting Commitment that could limit or interfere with the person's ability to comply, if elected as a director of the Corporation, with the person's fiduciary duties under applicable law,

(b) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, and

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

Section 1.14. Inspectors of Elections. Preceding any meeting of the stockholders, the Board of Directors shall appoint one or more persons to act as "inspectors" of elections, and may designate one or more alternate inspectors. In the event no inspector or alternate is able to act, the chairperson of such meeting shall appoint one or more inspectors to act at the meeting. Each inspector, before entering upon the discharge of the duties of an inspector, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspector shall:

- (a) ascertain the number of shares outstanding and the voting power of each;
- (b) determine the shares represented at a meeting and the validity of proxies and ballots;
- (c) specify the information relied upon to determine the validity of electronic transmissions in accordance with Section 1.09 of these Bylaws;
- (d) count all votes and ballots;
- (e) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspectors;
- (f) certify his or her determination of the number of shares represented at the meeting, and his or her count of all votes and ballots;
- (g) appoint or retain other persons or entities to assist in the performance of the duties of inspector; and

(h) when determining the shares represented and the validity of proxies and ballots, be limited to an examination of the proxies, any envelopes submitted with those proxies, any information provided in accordance with Section 1.09 of these Bylaws, ballots and the regular books and records of the Corporation. The inspector may consider other reliable information for the limited purpose of reconciling proxies and ballots submitted by or on behalf of banks, brokers or their nominees or a similar person which represent more votes than the holder of a proxy is authorized by the record owner to cast or more votes than the stockholder holds of record. If the inspector considers other reliable information as outlined in this section, the inspector, at the time of his or her certification pursuant to paragraph (f) of this section, shall specify the precise information considered, the person or persons from whom the information was obtained, when this information was obtained, the means by which the information was obtained, and the basis for the inspector's belief that such information is accurate and reliable.

Section 1.15. Opening and Closing of Polls. The date and time for the opening and the closing of the polls for each matter to be voted upon at a stockholder meeting shall be announced at the meeting. The inspector shall be prohibited from accepting any ballots, proxies or votes or any revocations thereof or changes thereto after the closing of the polls, unless the Delaware Court of Chancery upon application by a stockholder shall determine otherwise.

Section 1.16. List of Stockholders Entitled to Vote. The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least 10 days before every meeting of the stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least 10 days prior to the meeting either (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 1.17. Stock Ledger. The stock ledger of the Corporation shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list required by Section 1.16 of this Article I or the books of the Corporation, or to vote in person or by proxy at any meeting of the stockholders.

## **ARTICLE II**

### **BOARD OF DIRECTORS**

Section 2.01. General Powers. Except as may otherwise be provided by law, the Certificate of Incorporation or these Bylaws, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by applicable law or by the Certificate of Incorporation or these Bylaws of the Corporation, the Board of Directors is hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, except as otherwise specifically required by law or as otherwise provided in the Certificate of Incorporation.

Section 2.02. Number, Election and Qualification. Subject to the terms of any one or more series or classes of Preferred Stock, the total number of directors constituting the Board shall be such number as may be fixed from time to time by resolution of at least a majority of the Board then in office. At any meeting of stockholders at which directors are to be elected, directors shall be elected by the plurality vote of the votes cast by the holders of shares present in person or represented by proxy at the meeting and entitled to vote thereon. Election of directors need not be by written ballot. Directors need not be stockholders of the Corporation. To the extent set forth in the Certificate of Incorporation, the directors of the Corporation may be divided into classes with terms set forth therein.

Section 2.03. The Chairperson of the Board. The Board of Directors may elect a Chairperson of the Board from among the members of the Board. If elected, the Board of Directors shall designate the Chairperson of the Board as either a non-executive Chairperson of the Board or an executive Chairperson of the Board. The Chairperson of the Board shall not be deemed an officer of the Corporation, unless the Board of Directors shall determine otherwise. Subject to the control vested in the Board of Directors by statutes, by the Certificate of Incorporation, or by these Bylaws, the Chairperson of the Board shall, if present, preside over all meetings of the stockholders and of the Board of Directors and shall have such other duties and powers as from time to time may be assigned to him or her by the Board of Directors, the Certificate of Incorporation or these Bylaws. References in these Bylaws to the "Chairperson of the Board" shall mean the non-executive Chairperson of the Board or executive Chairperson of the Board, as designated by the Board of Directors.

Section 2.04. Annual and Regular Meetings. The annual meeting of the Board of Directors for the purpose of electing officers and for the transaction of such other business as may come before the meeting shall be held after the annual meeting of the stockholders and may be held at such places within or without the State of Delaware and at such times as the Board may from time to time determine, and if so determined notice thereof need not be given. Notice of such annual meeting of the Board of Directors need not be given. The Board of Directors from time to time may by resolution provide for the holding of regular meetings and fix the place (which may be within or without the State of Delaware) and the date and hour of such meetings. Notice of regular meetings need not be given, provided, however, that if the Board of Directors shall fix or change the time or place of any regular meeting, notice of such action shall be mailed promptly, or sent by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail or other electronic means, to each director who shall not have been present at the meeting at which such action was taken, addressed to him or her at his or her usual place of business, or shall be delivered to him or her personally. Notice of such action need not be given to any director who attends the first regular meeting after such action is taken without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any director who submits a signed waiver of notice, whether before or after such meeting.

Section 2.05. Special Meetings; Notice. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board, Chief Executive Officer, President or by the Board of Directors pursuant to the following sentence, at such place (within or without the State of Delaware), date and hour as may be specified in the respective notices or waivers of notice of such meetings. Special meetings of the Board of Directors also may be held whenever called pursuant to a resolution approved by a majority of the Board of Directors then in office. Notice shall be duly given to each director (a) in person or by telephone at least 24 hours in advance of the meeting, (b) by sending written notice by reputable overnight courier, telecopy, facsimile or other means of electronic transmission, or delivering written notice by hand, to such director's last known business or home address, or by means of electronic transmission to such director's last known e-mail address in each case under this clause (b) at least 24 hours in advance of the meeting, or (c) by sending written notice by first-class mail to such director's last known business or to such other address as any director may request by notice to the Secretary at least 72 hours in advance of the meeting. Notice of any special meeting need not be given to any director who attends such meeting without protesting the lack of notice to him or her, prior to or at the commencement of such meeting, or to any director who submits a signed waiver of notice, whether before or after such meeting, and any business may be transacted thereat.

Section 2.06. Quorum; Voting. At all meetings of the Board of Directors, the presence of at least a majority of the total authorized number of directors shall constitute a quorum for the transaction of business. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, the vote of at least a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.07. Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting of the Board of Directors to another time or place. No notice need be given of any adjourned meeting unless the time and place of the adjourned meeting are not announced at the time of adjournment, in which case notice conforming to the requirements of Section 2.04 of these Bylaws shall be given to each Director.

Section 2.08. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent thereto in writing or by electronic transmission, and such writing, writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 2.09. Regulations; Manner of Acting. To the extent consistent with applicable law, the Certificate of Incorporation and these Bylaws, the Board of Directors may adopt by resolution such rules and regulations for the conduct of meetings of the Board of Directors and for the management of the property, affairs and business of the Corporation as the Board of Directors may deem appropriate. The directors shall act only as a Board of Directors and the individual directors shall have no power in their individual capacities unless expressly authorized by the Board of Directors.

Section 2.10. Action by Telephonic or Other Communications Equipment. Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board or committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 2.11. Resignations. Any director may resign at any time by submitting an electronic transmission, or by delivering a written notice of resignation signed by such Director, to the Chairperson of the Board or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 2.12. Removal of Directors. Subject to the terms of any one or more series or classes of Preferred Stock or any Stockholders Agreement, any director or the entire Board of Directors may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least a majority of the voting power of the Corporation's outstanding shares of stock entitled to vote generally in the election of directors, voting together as a single



class. For purposes of this Article II, “cause” shall mean, with respect to any director, (i) the willful failure by such director to perform, or the gross negligence of such director in performing, the duties of a director, (ii) the engaging by such director in willful or serious misconduct that is injurious to the Corporation or (iii) the conviction of such director of, or the entering by such director of a plea of *nolo contendere* to, a crime that constitutes a felony.

Section 2.13. Vacancies and Newly Created Directorships. Subject to the terms of any one or more series or classes of Preferred Stock or any Stockholders Agreement, any vacancies in the Board of Directors for any reason and any newly created directorships resulting by reason of any increase in the number of directors shall be filled only by the Board of Directors (and not by the stockholders), acting by a majority of the remaining directors then in office, even if less than a quorum, or by a sole remaining director, and any directors so appointed shall hold office until the next election of the class of directors to which such directors have been appointed and until their successors are duly elected and qualified.

Section 2.14. Compensation. The amount, if any, which each director shall be entitled to receive as compensation for such director’s services, shall be fixed from time to time by resolution of the Board of Directors or any committee thereof or as an agreement between the Corporation and any Director. The directors may be reimbursed their out-of-pocket expenses, if any, of attendance at each meeting of the Board of Directors in accordance with the Corporation’s policies in effect from time to time and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary for service as director, payable in cash or securities. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation and reimbursement for service as committee members.

Section 2.15. Reliance on Accounts and Reports. A director, or a member of any committee designated by the Board of Directors, shall, in the performance of such director’s or member’s duties, be fully protected in relying in good faith upon the records of the Corporation and upon information, opinions, reports or statements presented to the Corporation by any of the Corporation’s officers or employees, or committees designated by the Board of Directors, or by any other person as to the matters the director or the member reasonably believes are within such other person’s professional or expert competence and who the director or member reasonably believes or determines has been selected with reasonable care by or on behalf of the Corporation.

Section 2.16. Director Elections by Holders of Preferred Stock. Notwithstanding the foregoing, whenever the holders of any one or more series or classes of Preferred Stock shall have the right, voting separately by series or class, to elect one or more directors at an annual or special meeting of stockholders, the election, filling of vacancies, removal of directors and other features of such one or more directorships shall be governed by the terms of such one or more series or classes of Preferred Stock to the extent permitted by law.

## ARTICLE III

### COMMITTEES

Section 3.01. Committees. The Board of Directors, by resolution adopted by the affirmative vote of a majority of directors then in office, may designate from among its members one (1) or more committees of the Board of Directors, each committee to consist of such number of directors as from time to time may be fixed by the Board of Directors. Any such committee shall serve at the pleasure of the Board of Directors. Each such committee shall have the powers and duties delegated to it by the Board of Directors, subject to the limitations set forth in applicable Delaware law. The Board of Directors may appoint a chairperson of any committee, who shall preside at meetings of any such committee. The Board of Directors may elect one or more of its members as alternate members of any such committee who may take the place of any absent member or members at any meeting of such committee, upon request of the Chairperson of the Board or the chairperson of such committee.

Section 3.02. Powers. Each committee shall have and may exercise such powers of the Board of Directors as may be provided by resolution or resolutions of the Board of Directors or provided in charters or other organization documents of such committee approved by the Board of Directors. No committee shall have the power or authority: to approve or adopt, or recommend to the stockholders, any action or matter expressly required by the General Corporation Law of the State of Delaware to be submitted by the Board of Directors to the stockholders for approval; or to adopt, amend or repeal the Bylaws of the Corporation.

Section 3.03. Proceedings. Except as otherwise provided herein or required by law, each committee may fix its own rules of procedure and may meet at such place (within or without the State of Delaware), at such time and upon such notice, if any, as it shall determine from time to time. Each committee shall keep minutes of its proceedings and shall report such proceedings to the Board of Directors at the meeting of the Board next following any such proceedings.

Section 3.04. Quorum and Manner of Acting. Except as may be otherwise provided in the resolution creating such committee or in the rules of such committee, at all meetings of any committee, the presence of members (or alternate members) constituting a majority of the total authorized membership of such committee shall constitute a quorum for the transaction of business, except that, in the case of one-member committees, the presence of one member shall constitute a quorum and in the case of two-member committees, the presence of two members shall constitute a quorum. The act of the majority of the members present at any meeting at which a quorum is present shall be the act of such committee. Any action required or permitted to be taken at any meeting of any committee may be taken without a meeting, if all members of such committee shall consent to such action in writing or by electronic transmission and such writing, writings or electronic transmission or transmissions are filed with the minutes of the proceedings of the committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form. The members of any committee shall act only as a committee, and the individual members of such committee shall have no power in their individual capacities unless expressly authorized by the Board of Directors.

Section 3.05. Action by Telephonic Communications. Unless otherwise provided by the Board of Directors, or the charter of the committee itself, members of any committee may participate in a meeting of such committee by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting.

Section 3.06. Absent or Disqualified Members. In the absence or disqualification of a member of any committee, if no alternate member is present to act in his or her stead, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Section 3.07. Resignations. Any member (and any alternate member) of any committee may resign at any time by delivering a written notice of resignation, signed by such member, to the Board of Directors or the Chairperson of the Board. Unless otherwise specified therein, such resignation shall take effect upon delivery.

Section 3.08. Removal. Any member (and any alternate member) of any committee may be removed at any time, with or without cause, by action of the Board of Directors.

Section 3.09. Vacancies. If any vacancy shall occur in any committee, by reason of disqualification, death, resignation, removal or otherwise, the remaining members (and any alternate members) shall continue to act, and any such vacancy may be filled by the Board of Directors.

## **ARTICLE IV**

### **OFFICERS**

Section 4.01. Chief Executive Officer. The Board of Directors shall select a Chief Executive Officer to serve at the pleasure of the Board of Directors. The Chief Executive Officer shall (a) supervise the implementation of policies adopted or approved by the Board of Directors, (b) exercise a general supervision and superintendence over all the business and affairs of the Corporation, and (c) possess such other powers and perform such other duties as may be assigned to him or her by these Bylaws, as may from time to time be assigned by the Board of Directors and as may be incident to the office of Chief Executive Officer of the Corporation. The Chief Executive Officer shall have general authority to execute bonds, deeds and contracts in the name of the Corporation and affix the corporate seal thereto, except where required or permitted by law to be otherwise signed and executed and except that the other officers of the Corporation may sign and execute documents when so authorized by these Bylaws, the Board of Directors or the Chief Executive Officer.

Section 4.02. Chief Financial Officer of the Corporation. The Board of Directors shall appoint a chief financial officer of the Corporation (the "Chief Financial Officer") to serve at the pleasure of the Board of Directors. The Chief Financial Officer of the Corporation shall (a) have the custody of the corporate funds and securities, except as otherwise provided by the

Board of Directors, (b) keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, (c) deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, (d) disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and (e) render to the Chief Executive Officer and the Board of Directors, whenever they may require it, an account of all his or her transactions as Chief Financial Officer and of the financial condition of the Corporation.

Section 4.03. Treasurer. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned by the Board or the Chief Executive Officer. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories selected in accordance with these Bylaws, to disburse such funds as authorized by the Board or the Chief Executive Officer, to make proper accounts of such funds, and to render as required by the Board statements of all such transactions and of the financial condition of the Corporation.

Section 4.04. Secretary of the Corporation. The Board of Directors shall appoint a Secretary of the Corporation to serve at the pleasure of the Board of Directors. The Secretary of the Corporation shall (a) keep minutes of all meetings of the stockholders and of the Board of Directors, (b) authenticate records of the Corporation, (c) give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and (d) in general, have such powers and perform such other duties as may be assigned to him or her by these Bylaws, as may from time to time be assigned to him or her by the Board of Directors or the Chief Executive Officer and as may be incident to the office of Secretary of the Corporation. If the Secretary shall be unable or shall refuse to cause to be given notice of all meetings of the stockholders and special meetings of the Board of Directors, and if there be no Assistant Secretary, then the Board of Directors may choose another officer to cause such notice to be given. The Secretary shall have custody of the seal of the Corporation and the Secretary or any Assistant Secretary, if there be one, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by the signature of the Secretary or by the signature of any such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing by such officer's signature. The Secretary shall see that all books, reports, statements certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

Section 4.05. Other Officers Elected by Board of Directors. At any meeting of the Board of Directors, the Board of Directors may elect a President (who may or may not be the Chief Executive Officer), General Counsel, Vice Presidents, a Chief Operating Officer, Assistant Treasurers, Assistant Secretaries or such other officers of the Corporation as the Board of Directors may deem necessary, to serve at the pleasure of the Board of Directors. Other officers elected by the Board of Directors shall have such powers and perform such duties as may be assigned to such officers by or pursuant to authorization of the Board of Directors or by the Chief Executive Officer.

Section 4.06. Removal and Resignation; Vacancies. Any officer may be removed for or without cause at any time by the Board of Directors. Any officer may resign at any time by delivering a written notice of resignation, signed by such officer, to the Board of Directors, the Chief Executive Officer or the Secretary. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise, shall be filled by or pursuant to authorization of the Board of Directors.

Section 4.07. Authority and Duties of Officers. The officers of the Corporation shall have such authority and shall exercise such powers and perform such duties as may be specified in these Bylaws or pursuant to authorization of the Board of Directors, except that in any event each officer shall exercise such powers and perform such duties as may be required by law

Section 4.08. Salaries of Officers. The salaries of all officers of the Corporation shall be fixed by the Board of Directors or any duly authorized committee thereof.

## ARTICLE V

### CAPITAL STOCK

Section 5.01. Certificates of Stock. The Board of Directors may authorize that some or all of the shares of any or all of the Corporation's classes or series of stock be evidenced by a certificate or certificates of stock. The Board of Directors may also authorize the issue of some or all of the shares of any or all of the Corporation's classes or series of stock without certificates. The rights and obligations of stockholders with the same class and/or series of stock shall be identical whether or not their shares are represented by certificates.

(a) Shares with Certificates. If the Board of Directors chooses to issue shares of stock evidenced by a certificate or certificates, each individual certificate shall include the following on its face: (i) the Corporation's name; (ii) the fact that the Corporation is organized under the laws of Delaware; (iii) the name of the person to whom the certificate is issued; (iv) the number of shares represented thereby; (v) the class of shares and the designation of the series, if any, which the certificate represents; and (vi) such other information as applicable law may require or as may be lawful. If the Corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences and limitations determined for each series (and the authority of the Board of Directors to determine variations for future series) shall be summarized on the front or back of each certificate. Alternatively, each certificate shall state on its front or back that the Corporation will furnish the stockholder this information in writing, without charge, upon request. Each certificate of stock issued by the Corporation shall be signed (either manually or in facsimile) by any two officers of the Corporation. If the person who signed a certificate no longer holds office when the certificate is issued, the certificate is nonetheless valid.

(b) Shares without Certificates. If the Board of Directors chooses to issue shares of stock without certificates, the Corporation, if required by the Exchange Act, shall, within a reasonable time after the issue or transfer of shares without certificates, send the stockholder a written notice containing the information required to be set forth or stated on

certificates pursuant to the laws of the General Corporation Law of the State of Delaware. The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided the use of such system by the Corporation is permitted in accordance with applicable law.

Section 5.02. Signatures; Facsimile. All signatures on the certificate referred to in Section 5.01 of these Bylaws may be in facsimile, engraved or printed form, to the extent permitted by law. In case any officer, transfer agent or registrar who has signed, or whose facsimile, engraved or printed signature has been placed upon a certificate, shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 5.03. Lost, Stolen or Destroyed Certificates. The Board of Directors may direct that a new certificate be issued in place of any certificate theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon delivery to the Corporation of an affidavit of the owner or owners of such certificate, setting forth such allegation. The Corporation may require the owner of such lost, stolen or destroyed certificate, or his or her legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

Section 5.04. Transfer of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares, duly endorsed or accompanied by appropriate evidence of succession, assignment or authority to transfer, the Corporation shall issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books. Within a reasonable time after the transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to the laws of the General Corporation Law of the State of Delaware. Subject to the provisions of the Certificate of Incorporation and these Bylaws, the Board of Directors may prescribe such additional rules and regulations as it may deem appropriate relating to the issue, transfer and registration of shares of the Corporation.

Section 5.05. Record Date. In order to determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix, in advance, a record date, which record date shall not precede the date on which the resolution fixing the record date is adopted by the Board of Directors, and which shall not be more than 60 nor fewer than 10 days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting, provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights of the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of

stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than 60 days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 5.06. Registered Stockholders. Prior to due surrender of a certificate for registration of transfer of any certificated shares, the Corporation may treat the registered owner as the person exclusively entitled to receive dividends and other distributions, to vote, to receive notice and otherwise to exercise all the rights and powers of the owner of the shares represented by such certificate, and the Corporation shall not be bound to recognize any equitable or legal claim to or interest in such shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interests. Whenever any transfer of shares shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer if, when the certificates are presented to the Corporation for transfer or uncertificated shares are requested to be transferred, both the transferor and transferee request the Corporation to do so.

Section 5.07. Transfer Agent and Registrar. The Board of Directors may appoint one (1) or more transfer agents and one (1) or more registrars, and may require all certificates representing shares to bear the signature of any such transfer agents or registrars.

## ARTICLE VI

### INDEMNIFICATION

Section 6.01. Mandatory Indemnification and Advancement of Expenses. The Corporation shall indemnify and provide advancement to any Indemnitee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification and advancement obligations, and without limiting the generality thereof:

(a) Proceedings Other Than Proceedings by or in the Right of the Corporation. Any Indemnitee shall be entitled to the rights of indemnification and advancement provided in this Section 6.01(a) if, by reason of his or her Corporate Status (as defined below), Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding (as defined below) other than a Proceeding by or in the right of the Corporation with the approval of the Corporation's Board of Directors. Pursuant to this Section 6.01(a), any Indemnitee shall be indemnified against all Expenses (as defined below), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her, or on his or her behalf, in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal Proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that Indemnitee's conduct was unlawful.

(b) Proceedings by or in the Right of the Corporation. Any Indemnitee shall be entitled to the rights of indemnification and advancement provided in this Section 6.01(b) if, by reason of his or her Corporate Status, Indemnitee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Corporation. Pursuant to this Section 6.01(b), any Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by Indemnitee, or on Indemnitee's behalf, in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnitee shall have been finally adjudged to be liable to the Corporation unless and to the extent that the Court of Chancery of the State of Delaware or the court in which such Proceeding was brought shall determine that such indemnification may be made.

(c) Sponsor Directors. The Corporation hereby acknowledges that the directors that are (x) officers or employees of CCMP Capital Advisors, LLC or (y) serving as a director of the Corporation or any of its subsidiaries at the written request of the Sponsor ("Sponsor Directors") may have certain rights to indemnification, advancement of expenses and/or insurance provided by the Sponsor and certain affiliates that, directly or indirectly, (i) are controlled by, (ii) control or (iii) are under common control with, the Sponsor (collectively, the "Fund Indemnitors"). The Corporation hereby agrees (i) that it is the indemnitor of first resort (i.e., its obligations to each Sponsor Director are primary and any obligation of any Fund Indemnitor to advance expenses or to provide indemnification for the same expenses or liabilities incurred by any Sponsor Director is secondary), (ii) that it shall be required to advance the full amount of expenses incurred by a Sponsor Director and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this paragraph and the bylaws of the Corporation from time to time (or any other agreement between the Corporation and such Sponsor Director), without regard to any rights such Sponsor Director may have against any Fund Indemnitor, and (iii) that it irrevocably waives, relinquishes and releases the Fund Indemnitors from any and all claims against the Fund Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The Corporation further agrees that no advancement or payment by any Fund Indemnitor on behalf of any Sponsor Director with respect to any claim for which such Sponsor Director has sought indemnification from the Corporation shall affect the foregoing and such Fund Indemnitor shall have a right of contribution and/or to be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Sponsor Director against the Corporation. The Corporation and the Sponsor Directors agree that the Fund Indemnitors are express third party beneficiaries of the terms of this paragraph.

Section 6.02. Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Article VI, to the extent that any Indemnitee is, by reason of his or her Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he or she shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably



incurred by him or her or on his or her behalf in connection therewith. If such Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Corporation shall indemnify Indemnitee against all Expenses actually and reasonably incurred by him or her or on his or her behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Section 6.02 and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 6.03. Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and advancement of expenses to employees and agents of the Corporation.

Section 6.04. Advancement of Expenses. Notwithstanding any other provision of this Article VI, the Corporation shall advance all Expenses incurred by or on behalf of any Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Corporation of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding, and regardless of such Indemnitee's ability to repay any such amounts in the event of an ultimate determination that Indemnitee is not entitled thereto. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 6.04 shall be unsecured and interest free.

Section 6.05. Non-Exclusivity. The rights to indemnification and to the advance of expenses conferred in this Article VI shall not be exclusive of any other rights which any person may have or hereafter acquire under applicable law, the Certificate of Incorporation of the Corporation, these Bylaws, any agreement, vote of stockholders, resolution of directors or otherwise. The assertion or employment of any right or remedy in this Article VI, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

Section 6.06. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was or has agreed to become a director, officer, employee or agent of the Corporation against any liability asserted against him or her and incurred by him or her or on his or her behalf in such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability.

Section 6.07. Exception to Rights of Indemnification and Advancement. Notwithstanding any provision in this Article VI, the Corporation shall not be obligated by this Article VI to make any indemnity or advancement in connection with any claim made against an Indemnitee:

(a) subject to Section 6.01(c), for which payment has actually been made to or on behalf of such Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by such Indemnitee of securities of the Corporation within the meaning of Section 16(b) of the Exchange Act or similar provisions of state statutory law or common law;

(c) for reimbursement to the Corporation of any bonus or other incentive-based or equity based compensation or of any profits realized by Indemnitee from the sale of securities of the Corporation in each case as required under the Exchange Act; or

(d) in connection with any Proceeding (or any part of any Proceeding) initiated by such Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by such Indemnitee against the Corporation or its directors, officers, employees or other indemnitees, unless (i) the Corporation has joined in or prior to its initiation the Board of Directors authorized such Proceeding (or any part of such Proceeding), (ii) the Corporation provides the indemnification or advancement, in its sole discretion, pursuant to the powers vested in the Corporation under applicable law, or (iii) the Proceeding is one to enforce such Indemnitee's rights under this Article VI, Article VII of the Certificate of Incorporation or any other rights to which Indemnitee may at any time be entitled under applicable law or any agreement.

Section 6.08. Definitions. For purposes of this Article VI:

(a) "Corporate Status" describes the status of an individual who is or was a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of the Corporation or of any other Enterprise that such individual is or was serving at the request of the Corporation.

(b) "Enterprise" shall mean the Corporation and any other corporation, constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger to which the Corporation (or any of their wholly owned subsidiaries) is a party, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Corporation as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent.

(c) "Expenses" shall include all direct and indirect costs, fees and expenses of any type or nature whatsoever, including, without limitation, all attorneys' fees and costs, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, fees of private investigators and professional advisors, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, fax transmission charges, secretarial services, any federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Article VI, ERISA excise taxes and penalties, and all other disbursements, obligations or expenses in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, settlement or appeal of, or otherwise participating in, a Proceeding, including, without limitation, reasonable compensation for time spent by the Indemnitee for which he or she is not otherwise

compensated by the Corporation or any third party. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the principal, premium, security for, and other costs relating to any cost bond, supersede as bond, or other appeal bond or its equivalent. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(d) “Indemnitee” means any current or former director or officer of the Corporation; and

(e) “Proceeding” shall include any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought in the right of the Corporation or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative (formal or informal) nature, including appeal therefrom, in which Indemnitee was, is, will or might be involved as a party, potential party, non-party witness or otherwise by reason of the fact that Indemnitee is or was a director, officer, employee or agent of the Corporation, by reason of any action (or failure to act) taken by him or of any action (or failure to act) on his part while acting as a director, officer, employee or agent of the Corporation, or by reason of the fact that Indemnitee is or was serving at the request of the Corporation as a director, officer, trustee, general partner, managing member, fiduciary, employee or agent of any other Enterprise, in each case whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification, reimbursement, or advancement of expenses can be provided under this Article VI. If the Indemnitee believes in good faith that a given situation may lead to or culminate in the institution of a Proceeding, this shall be considered a Proceeding under this Article VI.

Section 6.09. Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 6.07 of this Article VI, and notwithstanding the absence of any determination thereunder, any Indemnitee may apply to the Court of Chancery of the State of Delaware or any other court of competent jurisdiction in the State of Delaware for indemnification to the extent otherwise permissible under Section 6.01 of this Article VI. The basis of such indemnification by a court shall be a determination by such court that indemnification of Indemnitee is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 6.01(a) or Section 6.01(b) of this Article VI, as the case may be. The absence of any determination thereunder shall not be a defense to such application or create a presumption that Indemnitee has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this Section 6.09 shall be given to the Corporation promptly upon the filing of such application. If successful, in whole or in part, Indemnitee shall also be entitled to be paid the Expenses of prosecuting such application.

Section 6.10. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VI shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE VII

### OFFICES

Section 7.01. Initial Registered Office. The registered office of the Corporation in the State of Delaware shall be located at Corporation Service Company, 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808.

Section 7.02. Other Offices. The Corporation may maintain offices or places of business at such other locations within or without the State of Delaware as the Board of Directors may from time to time determine or as the business of the Corporation may require.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 8.01. Dividends. Subject to any applicable provisions of law and the Certificate of Incorporation, dividends upon the shares of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors and any such dividend may be paid in cash, property, or shares of the Corporation's capital stock. A member of the Board of Directors, or a member of any committee designated by the Board of Directors, shall be fully protected in relying in good faith upon the records of the Corporation and upon such information, opinions, reports or statements presented to the Corporation by any of its officers or employees, or committees of the Board of Directors, or by any other person as to matters the Director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation, as to the value and amount of the assets, liabilities and/or net profits of the Corporation, or any other facts pertinent to the existence and amount of surplus or other funds from which dividends might properly be declared and paid.

Section 8.02. Execution of Instruments. The Board of Directors may authorize, or provide for the authorization of, officers, employees or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Any such authorization must be in writing or by electronic transmission and may be general or limited to specific contracts or instruments.

Section 8.03. Voting as Stockholder. Unless otherwise determined by resolution of the Board of Directors, the Chief Executive Officer, the President, if any, the Chief Financial Officer, any Executive Vice President or any other person authorized by the Board of Directors shall have full power and authority on behalf of the Corporation to attend any meeting of stockholders of any corporation in which the Corporation may hold stock, and to act, vote (or execute proxies to vote) and exercise in person or by proxy all other rights, powers and privileges incident to the ownership of such stock. Such officers acting on behalf of the Corporation shall have full power and authority to execute any instrument expressing consent to or dissent from any action of any such corporation without a meeting. The Board of Directors may by resolution from time to time confer such power and authority upon any other person or persons.

Section 8.04. Corporate Seal. The corporate seal shall be in such form as the Board of Directors shall prescribe.

Section 8.05. Fiscal Year. The fiscal year of the Corporation shall be fixed, and shall be subject to change, by the Board of Directors.

Section 8.06. Notice to Stockholders. If mailed, notice to a stockholder shall be deemed given when deposited in the mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation. Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders may be given (i) by electronic transmission in the manner provided in Section 232 of the General Corporation Law of the State of Delaware; or (ii) by posting on an electronic network (such as a website or chatroom) together with a separate notice to the stockholder of such specific posting, and notice is deemed given upon the later to occur of (A) such posting or (B) the giving of the separate notice of such posting. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given in writing or by a form of electronic transmission shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein.

Section 8.07. Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to any provision of the General Corporation Law of the State of Delaware.

Section 8.08. Time Periods. In applying any provision of these Bylaws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used, the day of the doing of the act shall be excluded and the day of the event shall be included.

Section 8.09. Severability. If any provision (or any part thereof) of these Bylaws shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of these Bylaws (including, without limitation, each portion of any section of these Bylaws containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of these Bylaws (including, without limitation, each such containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service or for the benefit of the Corporation to the fullest extent permitted by law

**ARTICLE IX**

**AMENDMENT OF BYLAWS**

Subject to the provisions of the Certificate of Incorporation, (i) the Board of Directors may make, alter, amend, add to or repeal any and all of these Bylaws by resolution adopted by a majority of the directors then in office, or (ii) the affirmative vote of the holders of at least 66 2/3% of the voting power of the Corporation's then outstanding shares entitled to vote generally in the election of directors, voting together as a single class, shall be required for the stockholders to make, alter, amend, add to or repeal any or all Bylaws of the Corporation or to adopt any provision inconsistent therewith.

**ARTICLE X**

**CONSTRUCTION**

In the event of any conflict between the provisions of these Bylaws as in effect from time to time and the provisions of the Certificate of Incorporation of the Corporation as in effect from time to time, the provisions of such Certificate of Incorporation shall be controlling.

\* \* \*

**OLLIE'S BARGAIN OUTLET HOLDINGS, INC.**  
**AMENDED AND RESTATED STOCKHOLDERS AGREEMENT**

**Dated as of July 15, 2015**

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## AMENDED AND RESTATED STOCKHOLDERS AGREEMENT

This Amended and Restated Stockholders Agreement (this "**Agreement**") of Ollie's Bargain Outlet Holdings, Inc. (formerly known as Bargain Holdings, Inc.) (the "**Company**") is entered into as of July 15, 2015, by and among (i) the Company, (ii) the CCMP Stockholders (as hereinafter defined), and (iii) the Butler Stockholders (as hereinafter defined), for and on behalf of itself and the Management Stockholders (as hereinafter defined).

WHEREAS, certain capitalized terms used but not otherwise defined herein shall have the respective meanings set forth opposite such terms in Section 1.2 hereof.

WHEREAS, the Company, the CCMP Stockholders, the Butler Stockholders and the Management Stockholders previously entered into that certain Stockholders Agreement of the Company, dated as of September 28, 2012, as amended by a letter agreement dated as of February 27, 2013 and an amendment agreement, dated as of February 11, 2015 (collectively, the "**Prior Agreement**");

WHEREAS, immediately prior to the effectiveness of this Agreement, the Company has filed with the SEC (as hereinafter defined) a registration statement on Form S-1 under the 1933 Act (as hereinafter defined) to effect an initial public offering of the Company's shares of Common Stock (as hereinafter defined) (the "**IPO**"); and

WHEREAS, in connection with the IPO and in accordance with Section 4.4 of the Prior Agreement, the Company, the CCMP Stockholders, the Butler Stockholders and Mark Butler (for and on behalf of the Management Stockholders in his capacity as agent, proxy and attorney-in-fact for the Management Stockholders, pursuant to his authority under Section 4.2 of the Prior Agreement), desire to amend and restate the Prior Agreement, in its entirety and enter into this Agreement for the purpose of regulating certain relationships of the Stockholders with regard to the Company following the IPO.

NOW, THEREFORE, in consideration of the above premises and the representations, warranties, covenants, conditions and other mutual agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

### ARTICLE 1

#### DEFINITIONS

1.1 Certain Matters of Construction. In addition to the definitions referred to or set forth below in this Article I:

(a) The words "**hereof**," "**herein**," "**hereunder**" and words of similar import shall, unless the context requires otherwise, refer to this Agreement as a whole and not to any particular Section or provision of this Agreement, and reference to a particular Section of this Agreement shall include all subsections thereof;

(b) The word “**include**” or “**including**”, when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter;

(c) Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. The language used in this Agreement has been chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party. Unless expressly provided otherwise, the measure of a period of one month or year for purposes of this Agreement shall be that date of the following month or year corresponding to the starting date, provided that if no corresponding date exists, the measure shall be that date of the following month or year corresponding to the next day following the starting date. For example, one month following February 18 is March 18, and one month following March 31 is May 1 (or in the case of January 29, 30 or 31, the following month shall be March 1).

(d) References to Sections and Articles refer to Sections and Articles of this Agreement;

(e) Definitions shall be equally applicable to both nouns and verbs and the singular and plural forms of the terms defined;

(f) The masculine, feminine and neuter genders shall each include the others; and

(g) All actions to be taken by the Company pursuant to this Agreement will be taken by and with the approval of the Board.

1.2 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

“**1933 Act**” shall mean the Securities Act of 1933, as amended, or any successor act.

“**1934 Act**” shall mean the Securities Exchange Act of 1934, as amended, or any successor act.

“**Affiliate**” shall mean, with respect to any specified Person, any other Person which, directly or indirectly, through one or more intermediaries controls, or is controlled by, or is under common control with, such specified Person (for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and

“under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise); *provided, however*, that for purposes of this Agreement the Company and its Subsidiaries shall not be an Affiliate of any Stockholder or of any Stockholder’s Affiliates.

“**Affiliated Persons**” shall have the meaning set forth in Section 4.5(b).

“**Agreement**” shall have the meaning set forth in the first paragraph of this Agreement.

“**Associate**” (i) when used to indicate a relationship with any Person shall mean, (a) any corporation or organization of which such Person is an officer or partner or is, directly or indirectly, the beneficial owner of ten percent (10%) or more of any class of equity securities, (b) any trust or other estate in which such Person has a substantial beneficial interest or as to which such Person serves as a trustee or in a similar fiduciary capacity, and (c) any relative of such Person who has the same home as such Person, is a parent, sibling, spouse, in-law, child or grandchild of such Person, or the spouse of any of them, or (ii) when used to indicate a relationship with the Company, shall also mean a director or officer of the Company or any Subsidiary. Neither the Company nor any of its Subsidiaries shall be deemed an Associate of any Stockholder.

“**Board**” shall mean the board of directors of the Company as the same shall be constituted from time to time.

“**Butler Stockholders**” shall mean (i) Mark Butler, (ii) the Mark L. Butler 2012 Delaware Dynasty Trust, or (iii) any of their respective Permitted Transferees (other than the Company), as evidenced by an executed counterpart of, or Joinder to, this Agreement, in either case, indicating that such Permitted Transferee will be a Butler Stockholder.

“**CCMP Consent**” shall mean the consent of the CCMP Stockholders holding a majority of the Shares held by the CCMP Stockholders.

“**CCMP Representative**” shall mean any director of the Company or any of its Subsidiaries who is either (x) an officer or employee of CCMP Capital Advisors, LLC or (y) serving as a director of the Company or any of its Subsidiaries at the written request of the CCMP Stockholders.

“**CCMP Stockholders**” shall mean (i) CCMP Capital Investors II, L.P. and CCMP Capital Investors (Cayman) II, L.P., and (ii) their Permitted Transferees (other than the Company), as evidenced by an executed counterpart of, or Joinder to, this Agreement, in either case, indicating that such Permitted Transferee will be a CCMP Stockholder.

“**Closing Date**” shall mean August 27, 2012.

**“Common Stock”** shall mean the Company’s Common Stock, par value \$0.001 per share, the Company’s Non-Voting Common Stock, par value \$0.001 per share, and any other class of common stock that the Company may be authorized to issue from time to time, any other securities of the Company into which such Common Stock or Non-Voting Common Stock may hereafter be exchanged or for which such Common Stock or Non-Voting Common Stock may be exchanged (by way of reorganization, recapitalization, merger, consolidation or otherwise) and shall also include any common stock of the Company hereafter authorized and any capital stock of the Company of any other class hereafter authorized which is not preferred as to dividends or distribution of assets in liquidation over any other class of capital stock of the Company and which has ordinary voting power for the election of directors of the Company.

**“Common Stock Equivalents”** shall mean all shares of Common Stock (i) owned by and fully vested in any Stockholder, (ii) issuable upon exercise of Options (solely to the extent such Options, on or prior to the time the determination of Common Stock Equivalents is made, are fully vested), (iii) issuable upon exercise of any warrant (solely to the extent such warrant, on or prior to the time the determination of Common Stock Equivalents is made, is fully vested), or (iv) issuable upon conversion of any other debt or equity security that is convertible into Common Stock (solely to the extent such security, on or prior to the time of the determination of Common Stock Equivalents is made, is readily convertible).

**“Company”** shall have the meaning set forth in the first paragraph of this Agreement.

**“Company Register”** shall mean the register of the Company held and maintained at the Company’s principal offices and updated from time to time by the Company to reflect the current holdings of Shares by each Stockholder and the address of each such Stockholder.

**“Covered Person”** shall have the meaning set forth in Section 4.14(d).

**“Demand Registration”** shall have the meaning set forth in Section 3.2(a).

**“Demanding Holders”** shall have the meaning set forth in Section 3.2(a).

**“Form S-3”** shall have the meaning set forth in Section 3.7(a).

**“Fully-Diluted Shares”** shall mean all shares of Common Stock (i) outstanding, (ii) issuable upon exercise of options, (iii) issuable upon exercise of options reserved for issuance under any Incentive Plan, (iv) issuable upon exercise of any warrant, or (v) issuable upon conversion of any other debt or equity security that is convertible into Common Stock.

**“Holder”** or **“Holders”** shall have the meaning set forth in Section 3.1.

**“Incentive Plan”** shall mean (i) the Bargain Holdings, Inc. 2012 Equity Incentive Plan, (ii) the Ollie’s Bargain Outlet Holdings, Inc. 2015 Equity Incentive Plan, and (iii) any other incentive plan adopted by the Company as of the date hereof. A reference to the “Incentive Plan” shall be construed to include a reference to any award agreement made pursuant to the foregoing plans.

“**Indemnitee**” shall have the meaning set forth in [Section 4.14\(a\)](#).

“**Inspector**” shall have the meaning set forth in [Section 3.4\(j\)](#).

“**IPO**” shall have the meaning set forth in the Recitals.

“**Joinder**” shall mean, with respect to any Person, a joinder, duly authorized, executed and delivered by such Person, obligating such Person to be bound by all covenants, agreements, restrictions and other terms and provisions of this Agreement, in form and substance substantially as attached hereto as [Exhibit A](#).

“**Management Stockholders**” shall mean (i) those Persons listed as the Management Stockholders on the Company Register from time to time, designated by the Board as such, subject to the terms of this Agreement), each of whom has executed a subscription agreement with the Company, (ii) upon the vesting and exercise of any Options, the holders of such Options, *provided* that such holders shall have first executed a counterpart of, or Joinder to, this Agreement agreeing to be bound by all terms hereof as a Management Stockholder and (iii) the Permitted Transferees (other than the Company) of any Management Stockholder, as evidenced by an executed counterpart of, or Joinder to, this Agreement agreeing to be bound by all terms hereof as a Management Stockholder.

“**Material Transaction**” shall mean any material transaction in which the Company or any of its Subsidiaries proposes to engage or is engaged, including a purchase or sale of assets or securities, financing, merger, tender offer or any other transaction that would require disclosure pursuant to the 1934 Act, and with respect to which the Board reasonably has determined in good faith that compliance with this Agreement may reasonably be expected to either materially interfere with the Company’s or such Subsidiary’s ability to consummate such transaction in a timely fashion or require the Company to disclose material, non-public information prior to such time as it would otherwise be required to be disclosed.

“**Non-Party**” shall have the meaning set forth in [Section 4.5\(b\)](#).

“**Non-Requesting Party**” shall have the meaning set forth in [Section 3.7\(b\)](#).

“**Non-Underwritten Shelf Take-Down**” shall have the meaning set forth in [Section 3.7\(c\)](#).

“**OFAC**” shall have the meaning set forth on [Exhibit C](#).

“**Options**” shall mean the options granted to certain service providers under any Incentive Plan to purchase shares of Common Stock on the terms set forth therein and in the certificates and agreements issued pursuant thereto.

“**Other Shares**” shall mean, at any time, those shares of Common Stock which do not constitute Primary Shares or Registrable Shares hereunder.

“**Party**” shall have the meaning set forth in [Section 4.5\(b\)](#).

“**Permitted Transfer**” shall mean:

(i) a Transfer of Shares by any Stockholder who is a natural Person (or a trust for the benefit of a natural person) to (a) such Stockholder’s spouse, children (including legally adopted children and stepchildren), spouses of children, grandchildren, spouses of grandchildren, parents or siblings; (b) a trust for the benefit of the Stockholder and/or any of the Persons described in clause (a); or (c) a corporation, limited partnership or limited liability company whose sole shareholders, partners or members, as the case may be, are the Stockholder and/or any of the Persons described in clause (a) or clause (b); *provided*, that in either of clauses (a) or (c), the Stockholder Transferring such Shares retains exclusive power to exercise all rights under this Agreement and retains a proxy to vote the Shares they have Transferred; and *provided, further*, that in the case of clause (b), the trustee executes a counterpart of, or Joinder to, this Agreement on behalf of such trust agreeing to bind such trust by all terms hereof in the same capacity as the Transferring Stockholder;

(ii) a Transfer of Shares by any Stockholder to the Company (including, without limitation, any pledge of Shares to the Company);

(iii) a Transfer of Shares by a Stockholder upon death or incapacity to such Stockholder’s estate, executors, administrators and personal representatives, and then to such Stockholder’s legal representatives, heirs or legatees (whether or not such recipients are a spouse, children, spouses of children, grandchildren, spouses of grandchildren, parents or siblings of such Stockholder); or

(iv) a Transfer of Shares by a CCMP Stockholder to any Affiliate of CCMP Capital Advisors, LLC or any of the employees, partners, members or Affiliates of such CCMP Stockholder or any such Affiliate.

*provided, however*, that Options may only be transferred in accordance with the terms of the applicable Incentive Plan and applicable award agreements; and, *provided, further*, that no Permitted Transfer shall be effective unless and until the transferee of the Shares so transferred complies with [Section 4.12](#) including without limitation, executing and delivering to the Company a counterpart of, or Joinder to, this Agreement and agreeing to be bound hereunder in the same manner and to the same extent as the Stockholder from whom the Shares were transferred. Except in the case of a Permitted Transfer pursuant to clause (ii) above, from and after the date on which a Permitted Transfer becomes effective, the Permitted Transferee of the Shares so transferred shall be deemed for all purposes a CCMP Stockholder, Butler Stockholder or Management Stockholder, as applicable, in accordance with [Section 4.13](#). On subsequent transfers by a Permitted Transferee (unless the Permitted Transferee is the Company or a CCMP

Stockholder), the determination of whether the transferee is a Permitted Transferee shall be determined by reference to the Stockholder who was an original party to this Agreement, not by reference to the transferring Permitted Transferee in such subsequent transfer. No Permitted Transfer shall conflict with or result in any violation of a judgment, order, decree, statute, law, ordinance, rule or regulation.

“**Permitted Transferee**” shall mean any Person who shall have acquired and who shall hold Shares pursuant to a Permitted Transfer.

“**Person**” shall be construed broadly and include any individual, partnership, corporation, association, limited liability company, trust, joint venture, unincorporated organization or entity, or any government, governmental department or agency or political subdivision thereof.

“**Primary Shares**” shall mean, at any time, authorized but unissued shares of Common Stock.

“**Proprietary Information**” shall have the meaning set forth in [Article 2](#).

“**Prospectus**” means the prospectus included or deemed to be included in a Registration Statement, whether preliminary or final and including any amendment or prospectus subject to completion, and any such prospectus as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Shares and, in each case, by all other amendments and supplements to such prospectus, including post-effective amendments, and in each case including all material incorporated by reference therein.

“**Public Offering**” shall mean the completion of a sale of Common Stock pursuant to a registration statement which has become effective under the 1933 Act (excluding registration statements on Form S-4, S-8 or similar limited purpose forms), in which the Common Stock shall be listed and traded on a national exchange or on the NASDAQ National Market System.

“**Records**” shall have the meaning set forth in [Section 3.4\(j\)](#).

“**Registrable Securities**” shall mean (i) all shares of Common Stock held by any Holder whether now owned or hereafter acquired and (ii) all Common Stock issued or issuable with respect to any Common Stock Equivalents. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (a) a registration statement (other than a registration statement on Form S-8) with respect to the sale of such securities shall have become effective under the 1933 Act and such securities shall have been disposed of in accordance with such registration statement, (b) a registration statement on Form S-8 with respect to such securities shall have become effective under the 1933 Act or (c) such securities shall have become eligible to be sold under Rule 144 (or any successor provision) under the 1933 Act in a single transaction without timing or volume limitations and such securities may be resold by the Holder thereof without registration under the 1933 Act.



**“Registration Statement”** means any registration statement of the Company filed pursuant to the Securities Act that covers an offering of any Registrable Shares, and all amendments and supplements to any such registration statement, including post-effective amendments, in each case including the prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

**“Requesting Party”** shall have the meaning set forth in [Section 3.7\(b\)](#).

**“Renounced Business Opportunity”** shall have the meaning set forth in [Section Error! Reference source not found](#).

**“Requesting Party”** shall have the meaning set forth in [Section 3.7\(c\)](#).

**“SEC”** shall mean the United States Securities and Exchange Commission.

**“Securities”** means “securities” as defined in Section 2(1) of the 1933 Act and includes, with respect to any Person, such Person’s capital stock or other equity interests or any Options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such Person’s capital stock or other equity or equity-linked interests, including phantom stock and stock appreciation rights.

**“Shares”** shall mean shares of Common Stock held by Stockholders from time to time.

**“Shelf Registration”** shall have the meaning set forth in [Section 3.7\(a\)](#).

**“Stockholders”** shall mean, collectively, the CCMP Stockholders, the Butler Stockholders and the Management Stockholders.

**“Subsidiary”** with respect to any entity (the “parent”) shall mean any corporation, limited liability company, company, firm, association or trust of which such parent, at the time in respect of which such term is used, (i) owns directly or indirectly more than fifty percent (50%) of the equity, membership interest or beneficial interest, on a consolidated basis, or (ii) owns directly or controls with power to vote, directly or indirectly through one or more Subsidiaries, shares of the equity, membership interest or beneficial interest having the power to elect more than fifty percent (50%) of the directors, trustees, managers or other officials having powers analogous to that of directors of a corporation. Unless otherwise specifically indicated, when used herein the term Subsidiary shall refer to a direct or indirect Subsidiary of the Company.

**“Suspension Period”** shall have the meaning set forth in [Section 3.13](#).

**“Theory of Liability”** shall have the meaning set forth in [Section 4.5\(b\)](#).

**“Transfer”** shall mean to transfer, sell, assign, pledge, hypothecate, give, create a security interest in or lien on, place in trust (voting or otherwise), assign or in any other way encumber or dispose of, directly or indirectly and whether or not by operation of law or for value, any Shares or Options.

**“Underwritten Shelf Take-Down”** shall have the meaning set forth in Section 3.7(b).

**“Well-Known Seasoned Issuer”** means a “well-known seasoned issuer” as defined in Rule 405 promulgated under the 1933 Act and which (i) is a “well-known seasoned issuer” under paragraph (1)(i)(A) of such definition or (ii) is a “well-known seasoned issuer” under paragraph (1)(i)(B) of such definition and is also eligible to register a primary offering of its Securities relying on General Instruction I.B.1 of Form S-3 or Form F-3 under the 1933 Act.

## ARTICLE 2

### CONFIDENTIALITY

Each Stockholder shall maintain the confidentiality of any confidential and proprietary information of the Company (**“Proprietary Information”**) using the same standard of care, but in no event less than reasonable care, as it applies to its own confidential information, except (i) for any Proprietary Information that is publicly available (other than as a result of dissemination by such Stockholder or its Affiliates or Representatives) or a matter of public knowledge generally, (ii) if the release of such Proprietary Information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction or is otherwise required by law to be disclosed, following delivery of prior written notice to the Company (to the extent permitted under applicable law), or (iii) for Proprietary Information that was known to such Stockholder (excluding the Butler Stockholders or any Management Stockholder or any of their Permitted Transferees) prior to its disclosure to such Stockholder by the Company on a non-confidential basis, without, to such Stockholders’ knowledge, breach of any third party’s confidentiality obligations. For purposes of the preceding sentence, such Stockholder may, without liability hereunder, disclose that portion of such Proprietary Information that such Stockholder reasonably concludes in good faith, after consulting with such Stockholder’s legal counsel, is reasonably necessary to avoid committing a violation of law or regulatory or judicial process; *provided*, that such Stockholder must exercise reasonable efforts to preserve the confidentiality of such Proprietary Information, including, by cooperating with the Company’s or its Subsidiary’s reasonable efforts to obtain an appropriate protective order or other assurance that confidential treatment will be accorded to such Proprietary Information. A Stockholder may disclose Confidential Information to its Representatives who need to know such Confidential Information to assist such Stockholder. Each Stockholder agrees to cause its Representatives who have received Proprietary Information to comply with this Article 2 as if such Representative was a Stockholder. Each Stockholder will be liable for a breach of this Article 2 by its Representatives. Notwithstanding the foregoing, Proprietary Information may be disclosed to bona-fide prospective purchasers who propose to acquire Shares from a Stockholder and to whom such Shares may be transferred without violating this Agreement; *provided*, that such Stockholder require that any transferee of Proprietary Information keep such Proprietary Information confidential, consistent with the terms of this Section Error! Reference source not found., and that such Stockholder shall remain liable for a breach of the terms of this Section Error! Reference source not found. by the recipient of such Proprietary Information. Notwithstanding the foregoing, nothing in this Section Error! Reference source not found. shall in any way limit the CCMP Stockholders or their respective Affiliates from disclosing

Proprietary Information (i) in connection with financial or operating reports made available to the limited partners, investors, managers, members, representatives and advisors of the CCMP Stockholders; (ii) in compliance with the terms of the limited partnership or other organizational documents of the CCMP Stockholders; (iii) in connection with the marketing of investment funds managed or advised, directly or indirectly, by the CCMP Stockholders or their respective Affiliates; or (iv) to any governmental authority or self-regulatory organization that has jurisdiction over the CCMP Stockholders or their respective Affiliates or in any filings or applications made by the CCMP Stockholders or their respective Affiliates to such governmental authority or self-regulatory organization. In furtherance of the foregoing, each Stockholder that is not a CCMP Stockholder acknowledges that any Proprietary Information furnished to such Stockholder or any Permitted Transferee or Representative of such Stockholder by or on behalf of the Company or its Subsidiaries is the sole and exclusive property of the Company and its Subsidiaries, and each Stockholder and each Permitted Transferee or Representative of such Stockholder shall hold such Proprietary Information in strict confidence, shall not disclose it to any unauthorized Person, and shall not use such Proprietary Information for his, her or its own purpose. Notwithstanding the foregoing, any Stockholder (or any of such Stockholder's Affiliates or Representatives) who serves (x) the Company in a fiduciary capacity (e.g., as a director, officer or agent) or (y) as an advisor to the Company, may in good faith use or disclose Proprietary Information to the extent consistent with such Stockholder's (or Affiliate's or Representative's) fiduciary duties or contractual obligations to the Company.

### ARTICLE 3

#### REGISTRATION RIGHTS

3.1 General. For purposes of Article III: (a) the terms “register,” “registered” and “registration” refer to a registration effected by preparing and filing a registration statement in compliance with the 1933 Act and the declaration or ordering of effectiveness of such registration statement by the SEC; (b) the term “Holder” means any CCMP Stockholder, Butler Stockholder or Management Stockholder holding Registrable Securities; and (c) the shares of Common Stock issuable upon the exercise of vested Options shall be deemed to be outstanding and held by the holders of such vested Options.

#### 3.2 Demand Registration.

(a) Subject to paragraph (b) hereof, any time after the Company's IPO, certain Stockholders, as set forth below, may request in writing (specifying that such request is being made pursuant to this Section 3.2) that the Company file a registration statement under the 1933 Act, or a similar document pursuant to any other statute then in effect corresponding to the 1933 Act (a “Demand Registration”). Each of (A) the CCMP Stockholders, and (B) the Butler Stockholders shall have the right to request an unlimited number of Demand Registrations and any Management Stockholder holding between five percent (5%) and fifteen percent (15%) of the Company's then-issued and outstanding Shares will be entitled to request one (1) Demand Registration (collectively, the “Demanding Holders”).

(b) Notwithstanding anything contained in this Section 3.2 to the contrary, the Company shall not be obligated to effect any registration under the 1933 Act except in accordance with the following provisions:

(i) No Demanding Holder may request more than two (2) Demand Registrations in any one hundred eighty (180)-day period and in no event shall the Company be required to effect more than four (4) Demand Registrations in any twelve (12) month period; *provided, however*, if the Demanding Holders are unable to sell at least a majority of the Registrable Securities to be included in any registration pursuant to Section 3.2(a) as a result of an underwriter's cutback pursuant to Section 3.2(b)(iii), then such registration shall not count as a requested registration for purposes of this Section 3.2(b)(i).

(ii) The Company may delay the filing or effectiveness of any registration statement for a period of up to ninety (90) days after the date of a request for registration pursuant to Section 3.2 if at the time of such request (A) the Company is engaged, or has fixed plans to engage within ninety (90) days of the time of such request, in a firm commitment underwritten Public Offering of Primary Shares in which the holders of Registrable Shares have been or will be permitted to include all the Registrable Shares so requested to be registered pursuant to Section 3.3; (B) the Board reasonably determines that such registration and offering would interfere with any Material Transaction involving the Company; or (C) within the last forty-five (45) days the Company has completed a firm commitment underwritten Public Offering of Primary Shares in which the holders of Registrable Shares have been permitted to include Registrable Shares; *provided, however*, that the Company shall only be entitled to invoke its rights under this Section 3.2(b)(ii) one (1) time with respect to a request made pursuant to Section 3.2(a) by each Demanding Holder during any twelve (12) month period without CCMP Consent;

(iii) With respect to any proposed registration pursuant to this Section 3.2, (X) the Company shall give prompt notice of such proposed registration to each Stockholder and shall offer to and shall include in such proposed registration any Registrable Securities requested to be included in such proposed registration by each Stockholder, provided that such Stockholder responds in writing to the Company's notice within fifteen (15) days after delivery by the Company of such notice (which response shall specify the number of Registrable Securities such Stockholder is requesting to include in such registration) and (Y) the Company may include in such registration any Primary Shares; *provided, however*, that if the managing underwriter advises the Company that the inclusion of all Registrable Securities and/or Primary Shares proposed to be included in such registration would interfere with the successful marketing (including pricing) of the Registrable Securities proposed to be included in such registration, then the number of Registrable Securities and/or Primary Shares proposed to be included in such registration shall be included in the following order:

(A) first, the Registrable Securities owned by the Stockholders (including those requesting registration pursuant to Section 3.2 and Section 3.3), pro rata based upon the number of Registrable Securities owned by the Stockholders; *provided*, that if the managing underwriter advises the Company that the inclusion of all Registrable Securities proposed to be included in such registration would materially adversely affect the offering and sale (including pricing) of all such Securities, then the number of Registrable Securities to be included in such registration shall be allocated among the Stockholders on a pro rata basis in accordance with the number of Registrable Securities owned by the Stockholder who has requested inclusion; and

(B) second, the Primary Shares.

*provided*, that at the election of the Company, (i) any registration pursuant to this Section 3.2 may be converted into a registration pursuant to Section 3.3 (in which event, such registration shall not be deemed to be a registration requested under Section 3.2(a) or count against the limitations on such registration requests set forth in this Section 3.2(b)) or (ii) with the consent of the Demanding Holders, the Primary Shares may be set at the same priority level as the Registrable Securities thereby being cutback on a pro rata basis based upon the number of Registrable Securities and Primary Shares requested to be included in such registration statement by the Stockholders and the Company.

(iv) The Company shall not be obligated to effect any registration under the 1933 Act requested by any Stockholder if the anticipated gross offering price of all Registrable Securities to be included therein would be less than \$10,000,000.

(c) If the Holders of Registrable Securities requesting to be included in a registration pursuant to Section 3.2(a) so elect, the offering of such Registrable Securities pursuant to such registration shall be in the form of an underwritten Public Offering.

(d) At any time before the registration statement covering such Registrable Securities becomes effective, the Demanding Holders may request the Company to withdraw or not to file the registration statement. In that event, unless such request of withdrawal was caused by, or made in response to, (i) a material adverse effect or a similar event related to the business, properties, condition, or operations of the Company not known (without imputing the knowledge of any other Person to such holders) by the Demanding Holders at the time their request was made, or other material facts not known to such Demanding Holders at the time their request was made, or (ii) a material adverse change in the financial markets, the Demanding Holders shall be deemed to have used one of their registration rights under Section 3.2(a); *provided, however*, that such withdrawn registration shall not count as a requested registration pursuant to Section 3.2(a) for purposes of Section 3.2(b)(i) above if the Company shall have been reimbursed (in the absence of any agreement to the contrary, pro rata by the Demanding Holders) for all out-of-pocket expenses incurred by the Company in connection with such withdrawn registration.

(e) If, after it has become effective, (i) such registration statement has not been kept continuously effective for a period of at least 180 days (or such shorter period which will terminate when all the Registrable Securities covered by such registration statement have been sold pursuant thereto), (ii) such registration requested pursuant to Section 3.2(a) becomes subject to any stop order, injunction or other order or requirement of the Commission or other governmental agency or court for any reason, or (iii) the conditions to closing specified in the purchase agreement or underwriting agreement entered into in connection with such registration are not satisfied or waived, other than by reason of some act or omission by the Demanding Holders, such registration shall not count as a requested registration pursuant to Section 3.2(a).

(f) If, on or after the receipt by the Company of a request for registration of a Public Offering pursuant to Section 3.2, the proposed managing underwriter (or underwriters) of such offering reasonably believes that the number of shares to be registered is less than the minimum number necessary for the success of such offering, the Company will promptly prepare and submit to the Board, use its best efforts to cause to be adopted by the Board and Stockholders, and, if so adopted, file and cause to become effective, an amendment to its certificate of incorporation so as to cause each Share to be converted into such number of new shares so that the number of shares of Registrable Securities to be registered is equal to the minimum number which such managing underwriter (or underwriters) reasonably believes is necessary for the success of such offering. Each Stockholder and such Stockholder's Permitted Transferees, shall vote the Shares held by such Stockholder or Permitted Transferee in favor of adopting such amendment.

### 3.3 Piggyback Registration.

(a) If, at any time, the Company determines to register any of its Primary Shares under the 1933 Act in connection with a Public Offering of such securities, other than its IPO, on a form that would also permit the registration of any of the Registrable Securities, the Company shall, at each such time, promptly give each Holder written notice of such determination. Upon the written request of any Holder received by the Company within fifteen (15) days after the giving of any such notice by the Company, the Company shall use its best efforts to cause to be registered under the 1933 Act all of the Registrable Securities of such Holder that each Holder has requested be registered. If the total amount of Registrable Securities that are to be included by the Company for its own account and at the request of Holders exceeds the amount of securities that the underwriters reasonably believe compatible with the success of the offering, then the Company will include in such registration only the number of securities which in the opinion of such underwriters can be sold, in the following order:

- (i) first, Primary Shares; and

(ii) then the Registrable Securities requested to be included by the Holders, *pro rata*, based on the number of Registrable Securities owned by each of them which each of them requests be included in such registration; *provided, however*, that if any underwriter who is not an Affiliate or Associate of any Holder, in good faith requests for the success of the offering, that the number of Registrable Securities to be sold by any Holder or the Company be apportioned or excluded, such number or Registrable Securities of such Holder or the Company shall be reduced or not included to the extent so requested by said underwriter.

(b) Notwithstanding anything to the contrary, Section 3.2 and this Section 3.3 shall not apply to an Underwritten Shelf Take-Down effected under Section 3.7(b) or a Non-Underwritten Shelf Take-Down effected under Section 3.7(c).

3.4 Obligations of the Company. Whenever required under Sections 3.2, 3.3, or Section 3.7 to use its best efforts to effect the registration of any Registrable Securities, the Company shall:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities, and use its best efforts to cause such registration statement to become and remain effective;

(b) as expeditiously as reasonably possible, prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection with such registration statement as may be necessary to comply with the provisions of the 1933 Act with respect to the disposition of all securities covered by such registration statement;

(c) as expeditiously as reasonably possible, furnish to the Holders such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with requirements of the 1933 Act, and such other documents they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them;

(d) as expeditiously as reasonably possible, use its best efforts to register and qualify the securities covered by such registration statement under the securities or Blue Sky laws of such jurisdictions as shall be reasonably necessary for the distribution of the securities covered by the registration statement; *provided*, that the Company shall not be required in connection therewith or as a condition thereto to qualify to do business where it is not already so qualified or to file a general consent to service of process in any such jurisdiction where it is not then so subject; *provided, further*, that (anything in this Agreement to the contrary notwithstanding with respect to the bearing of expenses) if any jurisdiction in which the securities shall be qualified shall require that expenses incurred in connection with the registration or qualification of the securities in that jurisdiction be borne by selling stockholders, then such expenses shall be payable by selling stockholders *pro rata*, to the extent required by such jurisdiction;

(e) use its best efforts to cause all Registrable Securities covered by such registration statement to be registered with, or approved by, such other governmental agencies or authorities as may be necessary to enable the seller or sellers thereof to consummate the disposition of such Registrable Securities;

(f) notify each seller of Registrable Securities covered by such registration statement, at any time when a prospectus relating thereto is required to be delivered under the 1933 Act, upon discovery that, or upon the happening of any event as a result of which, the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made, and at the request of any such seller or Holder, promptly prepare and file with the SEC and furnish to such seller or Holder a reasonable number of copies of a supplement to or an amendment of such prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made; *provided*, that, each Holder agrees that it shall not sell any Registrable Securities covered by such a registration statement upon receipt of notice from the Company until receipt of notice that such statement or omission has been corrected;

(g) otherwise use its best efforts to comply with all applicable rules and regulations of the SEC and will furnish to each seller at least two (2) business days prior to the filing thereof a copy of any amendment or supplement to such registration statement or prospectus and shall not file any amendment or supplement thereof to which any such seller shall have reasonably objected, except to the extent required by law, on the grounds that such amendment or supplement does not comply in all material respects with the requirements of the 1933 Act or of the rules or regulations thereunder;

(h) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such registration statement from and after a date not later than the effective date of such registration statement;

(i) use its best efforts to list all Registrable Securities covered by such registration statement on a securities exchange on which any class of Registrable Securities is then listed;

(j) make available at reasonable times for inspection by any seller of Registrable Securities, any managing underwriter participating in any disposition of such Registrable Securities pursuant to a registration statement, and any attorney, accountant or other agent retained by any such seller or any managing underwriter (each, an “**Inspector**” and collectively, the “**Inspectors**”), all financial and other records, pertinent corporate documents and properties of the Company and its Subsidiaries (collectively, the “**Records**”) as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company’s and its Subsidiaries’ officers, directors and employees, and the independent public accountants of the Company, to supply all information reasonably requested by any such Inspector in connection with such registration statement. Records that the Company determines, in good faith, to be confidential and which it notifies the Inspectors are confidential shall not be disclosed by the Inspectors (and the Inspectors shall confirm their agreement in writing in advance to



the Company if the Company shall so request) unless (x) the disclosure of such Records is necessary, in the Inspector's judgment based upon the advice of counsel, to avoid or correct a misstatement or omission in such registration statement, (y) the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction or (z) the information in such Records was known to the Inspectors on a non-confidential basis prior to its disclosure by the Company or has been made generally available to the public. Each seller of Registrable Securities agrees that it shall, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at the Company's expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential;

(k) if such sale is pursuant to an underwritten offering, if reasonably requested (i) obtain "comfort letters" dated the effective date of the registration statement and the date of the closing under the underwriting agreement from the Company's independent public accountants in customary form and covering such matters of the type customarily covered by "comfort letters", and (ii) direct its executive officers and other employees to participate in any road show;

(l) furnish, at the request of any seller of Registrable Securities on the date such securities are delivered to the underwriters for sale pursuant to such registration or, if such securities are not being sold through underwriters, on the date the registration statement with respect to such securities becomes effective, an opinion, dated as of such effective date, of counsel representing the Company for the purposes of such registration, addressed to the underwriters, if any, and to the seller making such request, covering such legal matters with respect to the registration in respect of which such opinion is being given as the underwriters, if any, and such seller may reasonably request and are customarily included in such opinions;

(m) comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable but no later than fifteen (15) months after the effective date of the registration statement, an earnings statement covering a period of twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the registration statement, in a manner which satisfies the provisions of Section 11(a) of the 1933 Act and Rule 158 thereunder;

(n) cooperate with each seller of Registrable Securities and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority or any other applicable securities regulator; and

(o) take all other steps reasonably necessary to effect the registration of the Registrable Securities contemplated hereby.

3.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any act pursuant to this Article III that each Holder selling Registrable Securities shall furnish to the Company such information regarding such Holder, the Registrable Securities held by such Holder and the intended method of disposition of such securities as the Company shall reasonably request and as shall be required in connection with any actions to be taken by the Company.

3.6 Expenses of Registration. All fees and expenses incurred in connection with the registration and disposition of Registrable Securities pursuant to Article III (excluding underwriters' discounts and commissions, which shall be borne and paid by each of the sellers of the Registrable Securities being sold *pro rata* in proportion to the number of Registrable Securities registered by such seller), including without limitation all filing, registration and qualification fees, printers' and accounting fees, fees and disbursements of counsel for the Company (which counsel shall be reasonably satisfactory to the holders of a majority of the Registrable Securities then being registered), and the reasonable fees and disbursements of one counsel, plus any appropriate local or special counsel, for the selling Holders (which counsel shall be selected by the Holders which own a majority of the Registrable Securities being sold under the applicable registration) shall be borne by the Company; *provided, however*, that all such expenses in connection with any amendment or supplement to a registration statement or prospectus filed more than nine (9) months after the effective date of such registration statement because any Holder of Registrable Securities has not effected the disposition of the securities requested to be registered shall be paid by such Holder; *provided, further, however*, that Holders initiating a demand may withdraw any request made pursuant to Section 3.2, in which event such withdrawn request shall be deemed for all purposes herein not to have been made.

3.7 Registration on Form S-3 or Form S-3ASR.

(a) This Section 3.7 shall apply if the Company (i) is eligible to file a registration statement on Form S-3 or any other successor form or form which permits incorporation of substantial information by reference to other documents filed by the Company with the Commission, regardless of its designation ("**Form S-3**") or (ii) is a Well-Known Seasoned Issuer eligible to file a registration statement on Form S-3ASR, or any other successor form (each, a "**Shelf Registration**").

(b) The Company shall (i) promptly use its best efforts to effect such registration on Form S-3 or Form S-3ASR, as applicable, providing for an offering to be made on a continuous basis pursuant to Rule 415 under the 1933 Act relating to the offer and sale, from time to time, of the Registrable Shares that the Company has been so requested to register by one or more CCMP Stockholders or Butler Stockholders (it being understood for the avoidance of doubt that in connection with any such Shelf Registration, the Company shall register all Registrable Shares of the CCMP Stockholders and the Butler Stockholders, as they may request), *provided*, that the Company may elect to file such Form S-3ASR at such time as is immediately prior to any Underwritten Shelf Takedown or Non-Underwritten Shelf Takedown as described below, and (ii) use its best efforts to keep the Shelf Registration continuously effective under the 1933 Act (including filing a replacement registration statement upon expiration of a Form S-3 or Form S-3ASR) in order to permit the Prospectus forming a part thereof to be usable by the CCMP Stockholders and the Butler Stockholders until the date as of which all Registrable Shares so registered have been sold pursuant to the Shelf Registration or

another registration statement is filed under the 1933 Act (but in no event prior to the applicable period referred to in Section 4(3) of the 1933 Act and Rule 174 thereunder). In connection with any proposed Underwritten Offering of Registrable Shares by any of the CCMP Stockholders or the Butler Stockholders (such requesting party, the “**Requesting Party**”, and any such party that is not the Requesting Party, the “**Non-Requesting Party**”), that is not pursuant to a demand registration under Section 3.2 and with respect to which a Shelf Registration is expressly being utilized to effect such resale (an “**Underwritten Shelf Take-Down**”) pursuant to a Shelf Registration, the Company shall give prompt notice to any Non-Requesting Party that has Registrable Shares registered pursuant to the Shelf Registration of the receipt of a request from the Requesting Party of a proposed Underwritten Shelf Take-Down under and pursuant to the Shelf Registration and, notwithstanding anything to the contrary contained herein, will provide the Non-Requesting Party a period of five (5) calendar days to participate in such Underwritten Shelf Take-Down, subject to the terms negotiated by and applicable to the Requesting Party and subject to “cutback” limitations set forth in Section 3.2, as if the subject Underwritten Shelf Take-Down was being effected pursuant to a demand registration thereunder.

(c) If any of the CCMP Stockholders desires to effect a shelf take-down under and pursuant to the Shelf Registration that does not constitute an Underwritten Shelf Take-Down (“**Non-Underwritten Shelf Take-Down**”), such CCMP Stockholder(s) shall so indicate in a written request delivered to the Company no later than two (2) business days prior to the expected date of such Non-Underwritten Shelf Take-Down, which request shall include (i) the total number of Registrable Shares expected to be offered and sold in such Non-Underwritten Shelf Take-Down, (ii) the expected plan of distribution of such Non-Underwritten Shelf Take-Down and (iii) the action or actions required (including the timing of such Non-Underwritten Shelf Take-Down) in connection with such Non-Underwritten Shelf Take-Down (including the delivery of one or more stock certificates representing shares of Registrable Shares to be sold in such Non-Underwritten Shelf Take-Down), and the Company shall file and use its commercially reasonable efforts to effect an amendment or supplement to its Shelf Registration for such purpose as soon as practicable.

(d) Notwithstanding anything to the contrary in this Article III, other than the CCMP Stockholders and the Butler Stockholders, no Stockholder shall have right to include in any proposed registration any Registrable Shares in connection with, or be entitled to participate with respect to, an Underwritten Offering effectuated by the CCMP Stockholders or the Butler Stockholders with respect to a Shelf Registration under this Section 3.7.

3.8 Underwriting Requirements. Each Holder selling Registrable Securities in any underwritten registration pursuant to Sections 3.2, 3.3 and 3.7 shall, as a condition for inclusion of such Registrable Securities in such underwritten registration, execute and deliver an underwriting agreement acceptable to (i) in the case of a registration pursuant to Section 3.3, the applicable underwriters and the Company, subject to CCMP Consent, (ii) in the case of a registration pursuant to Section 3.2, the applicable underwriters and the Holders who own a

majority of the Registrable Securities to be included in such registration, subject to the consent of the Company (not to be unreasonably withheld), and (iii) in the case of a registration pursuant to Section 3.7, the applicable underwriters and the Requesting Party, subject to the consent of the Company (not to be unreasonably withheld). Such underwriters shall be selected by (1) the Company, subject to CCMP Consent, in the case of a registration pursuant to Section 3.3, (2) the Holders of a majority in interest of the Registrable Securities to be included in such registration, in the case of a registration pursuant to Section 3.2 (provided, that the underwriter selected by such Holders shall be reasonably acceptable to the Company), and (3) the Requesting Party, in the case of a registration pursuant to Section 3.7 (provided, that the underwriter selected by the Requesting Party shall be reasonably acceptable to the Company). Notwithstanding the foregoing, each participating Holder shall take all action reasonably necessary with respect to executing such underwriting agreement; *provided, however*, that the liability of each participating Holder pursuant to such underwriting agreement shall not exceed the net proceeds received by such participating Holder from the Public Offering (after deduction of all underwriters' discounts and commissions); *provided, further*, that each participating Holder shall only be required to make such representations and warranties as are customary for an underwriting agreement and no more onerous than the corresponding representations and warranties being made by the CCMP Stockholders.

3.9 Indemnification. In the event any Registrable Securities are included in a registration statement under this Article III:

(a) To the fullest extent permitted by law, the Company will indemnify and hold harmless each Holder (which term, for purposes of this Section 3.9, shall include each Stockholder and shall also include the directors, officers, partners, members, trustees, equity holders, advisors and employees of such Stockholders and their Affiliates) requesting or joining in a registration, any underwriter (as defined in the 1933 Act) for a registration, and each Person, if any, who controls such Holder or such underwriter within the meaning of the 1933 Act, against any and all losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened, in respect thereof), joint or several, to which any such Holder, underwriter or Person may become subject under the 1933 Act or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based on any untrue or alleged untrue statement of any material fact contained or incorporated by reference in a registration statement relating to a registration pursuant to this Article III, including any preliminary prospectus, free writing prospectus, or final prospectus contained therein, or any related summary prospectus, or any amendments or supplements thereto, or any document incorporated by reference therein, or other disclosure document, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading, or arise out of or are based upon any violation or alleged violation by the Company or any of its Subsidiaries of any federal, state, foreign or common law rule or regulation applicable to the Company or its Subsidiaries and relating to action or inaction required of, taken by or omitted to be taken by the Company in connection with any such registration or disclosure document, and will reimburse each such Holder, underwriter or control Person for any and all legal or

other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding; *provided, however*, that the indemnity agreement contained in this Section 3.9(a) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action or proceeding if such settlement is effected without the consent of the Company (which consent shall not be unreasonably withheld, conditioned or delayed), nor shall the Company be liable to any Holder, underwriter or control Person for any such loss, claim, damage, liability, action or proceeding to the extent that it arises out of or is based upon an untrue statement or omission made in connection with such registration statement, preliminary prospectus, free writing prospectus, final prospectus, summary prospectus, or any amendments or supplements thereto, incorporated document or other disclosure document in reliance upon and in conformity with written information furnished expressly for use in connection with such registration by such Holder, underwriter or control Person; *provided, further*, the Company shall not be liable to any underwriter to the extent that any such losses, claims, damages or liabilities (including any legal or other expense incurred) arise out of or are based upon an untrue statement or omission made in a preliminary prospectus if the final prospectus shall correct such untrue statement or alleged untrue statement or such omission or alleged omission, and a copy of the final prospectus has not been sent or given to the relevant Person at or prior to the confirmation of sale to such Person if such underwriter was under an obligation to deliver such final prospectus and failed to do so. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder, underwriter or control Person and shall survive the Transfer of such securities by such Holder.

(b) To the fullest extent permitted by law, each Holder requesting or joining in a registration shall, severally and not jointly, indemnify and hold harmless the Company, each of its directors, each of its officers who has signed the registration statement, each Person, if any, who controls the Company within the meaning of the 1933 Act, and each agent and any underwriter for the Company and any Person who controls any such agent or underwriter and each other Holder and any Person who controls such other Holder (within the meaning of the 1933 Act) against any and all losses, claims, damages or liabilities (or actions or proceedings, whether commenced or threatened in respect thereto), joint or several, to which the Company or any such director, officer, control Person, agent, underwriter or other Holder may become subject, under the 1933 Act or otherwise, insofar as such losses, claims, damages or liabilities arise out of or are based upon an untrue statement of any material fact contained or incorporated by reference in such registration statement, including any preliminary prospectus, free writing prospectus or final prospectus contained therein, or any related summary prospectus, or any amendments or supplements thereto, or any document incorporated by reference therein, or other disclosure document or arise out of or are based upon the omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or omission was made in such registration statement, preliminary prospectus, final prospectus, free writing prospectus, summary prospectus, or any amendments or supplements thereto, incorporated document or other

disclosure document in reliance upon and in conformity with written information furnished by such Holder (other than information furnished by such Holder on behalf of the Company in his or her capacity as an officer or director of the Company) expressly for use in connection with such registration; and such Holder will reimburse the Company and each such director, officer, control Person, agent, underwriter or other Holder for any and all legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding; *provided, however*, the indemnity obligation of each such Holder hereunder together with any contributions pursuant to Section 3.9(d) shall be limited to and shall not exceed, in the aggregate, the net proceeds actually received by such Holder (after deduction of all underwriters' discounts and commissions) upon a sale of Registrable Securities pursuant to a registration statement hereunder; *provided, further*, that the obligation to indemnify contained in this Section 3.9(b) shall not apply to amounts paid in settlement of any such loss, claim, damage, liability, action or proceeding if such settlement is effected without the consent of such Holder (which consent shall not be unreasonably withheld, conditioned or delayed). Such obligation to indemnify shall remain in full force and effect regardless of any investigation made by or on behalf of the Company or any such director, officer, Holder, underwriter or control Person and shall survive the transfer of such securities by such Holder.

(c) Any Person seeking indemnification under this Section 3.9 will (i) give prompt notice to the indemnifying party of any claim with respect to which it seeks indemnification (but the failure to give such notice will not affect the right to indemnification hereunder, unless and to the extent the indemnifying party is materially prejudiced by such failure) and (ii) unless in such indemnified party's reasonable judgment a conflict of interest may exist between such indemnified and indemnifying parties with respect to such claim, permit such indemnifying party, and other indemnifying parties similarly situated, jointly to assume the defense of such claim with counsel reasonably satisfactory to the parties. In the event that the indemnifying parties cannot mutually agree as to the selection of counsel, each indemnifying party may retain separate counsel to act on its behalf and at its expense. The indemnified party shall in all events be entitled to participate in such defense at its expense through its own counsel. If such defense is not assumed by the indemnifying party, the indemnifying party will not be subject to any liability for any settlement made without its consent (which consent shall not be unreasonably withheld, conditioned or delayed). No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect of such claim or litigation. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will be obligated to pay the fees and expenses of counsel, but will not be obligated to pay the fees and expenses of more than one counsel (in addition to any local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the reasonable fees and expenses of such additional counsel.

(d) If for any reason the foregoing indemnification is unavailable to any party or insufficient to hold it harmless as and to the extent contemplated by the preceding paragraphs of this Section 3.9, then each indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative benefits received by the applicable indemnifying party, on the one hand, and the applicable indemnified party, as the case may be, on the other hand, and also the relative fault of the applicable indemnifying party and the applicable indemnified party, as the case may be, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or such indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just or equitable if contribution pursuant to this Section 3.9(d) were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in the preceding sentence. The amount paid or payable by a contributing party as a result of the loss, claim, damage or liability referred to above in this Section 3.9(d) shall include any legal or other expenses reasonably incurred by such indemnified Person in connection with investigating or defending any such action or claim. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. Any Holder's indemnity and contribution obligations pursuant to Section 3.9(b) and this Section 3.9(d) shall not exceed, in the aggregate, such Holder's net proceeds from the applicable offering.

3.10 Reports Under Securities Exchange Act of 1934. With a view to making available to the Holders and their Permitted Transferees the benefits of Rule 144 promulgated under the 1933 Act and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration, the Company agrees to use its best efforts to:

- (a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times subsequent to ninety (90) days after the effective date of the first registration statement covering a Public Offering filed by the Company;
- (b) file with the SEC in a timely manner all reports and other documents required of the Company under the 1933 Act and the 1934 Act; and

(c) furnish to any Holder forthwith upon request a written statement by the Company that it has complied with the reporting requirements of Rule 144 (at any time after ninety (90) days after the effective date of said first registration statement filed by the Company), and of the 1933 Act and the 1934 Act (at any time after it has become subject to such reporting requirements), a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed by the Company as may be reasonably requested in availing any Holder of any rule or regulation of the SEC permitting the selling of any such securities without registration.

3.11 No Inconsistent Agreements. The Company represents and warrants that it has not entered into, and covenants that it will not hereafter enter into, any agreement with respect to the registration of its securities that violates or conflicts with the rights granted to the Holders of Registrable Securities in this Agreement, without the prior written consent of the CCMP Stockholders and the Butler Stockholders.

3.12 Lock-up. In connection with the IPO or any Public Offering (including an Underwritten Shelf Take-Down), no officer, director or Stockholder may Transfer any Shares for a period beginning seven (7) days immediately preceding the date upon which the Company in good faith believes that the relevant registration statement shall become effective, and ending on the one hundred eightieth (180th) day (or, (x) in the case of a Public Offering that is not the IPO, the ninetieth (90th) day, and (y) at the discretion of the underwriter, such lesser period, subject to the last sentence of this Section 3.12) following the effectiveness of such registration statement with respect to such Public Offering without the prior written consent of the underwriters managing the offering (subject to the last sentence of this Section 3.12), and at the request of the underwriter, each such holder of Shares shall enter into an agreement to such effect with the underwriter, with such terms as the underwriter reasonably requests (including, with a CCMP Consent, a customary “booster shot” extending the applicable lock-up period if such extension is reasonably necessary to permit the underwriters to comply with applicable laws and regulations (including FINRA rules)); *provided, however*, that the provisions of this Section 3.12 shall not prohibit any Permitted Transfers so long as the Permitted Transferee agrees to be bound by the terms of this Agreement, including this Section 3.12. No Holder of Shares subject to this Section 3.12 shall be released from any obligation under this Section 3.12 or any other agreement, arrangement or understanding entered into pursuant to this Section 3.12 unless all other Holders of Shares subject to the same obligation are also released; *provided, however*, that a Holder may be permitted by the underwriter to Transfer a portion of its Shares during the period described above so long as all Holders are permitted to Transfer the same relative portion of each such Holder’s Shares.

3.13 Suspension. Notwithstanding anything in this Agreement to the contrary, the Company may (not more than once with respect to any registration) with CCMP Consent, by notice in writing to each holder of Registrable Securities to which a prospectus relates, require each such Holder to suspend, for up to ninety (90) days (the “Suspension Period”), the use of any prospectus included in a registration statement filed under this Article III if a Material Transaction exists that would require an amendment to such registration statement or supplement to such prospectus (including any such amendment or supplement made through incorporation by reference to a report filed under Section 13 of the 1934 Act). The period during which such prospectus must remain effective shall be extended by a period equal to the Suspension Period. The Company may (but shall not be obligated to) withdraw the effectiveness of any registration statement subject to this provision.



ARTICLE 4

MISCELLANEOUS

4.1 Remedies. The parties to this Agreement acknowledge and agree that the covenants of the Company and the Stockholders set forth in this Agreement may be enforced in equity by a decree requiring specific performance. In the event of a breach of any material provision of this Agreement, the aggrieved party will be entitled to institute and prosecute a proceeding to enforce specific performance of such provision, as well as to obtain damages for breach of this Agreement. Without limiting the foregoing, if any dispute arises concerning the Transfer of any of the Shares subject to this Agreement or concerning any other provisions hereof or the obligations of the parties hereunder, the parties to this Agreement agree that an injunction may be issued in connection therewith (including, without limitation, restraining the Transfer of such Shares or rescinding any such Transfer). Such remedies shall be cumulative and non-exclusive and shall be in addition to any other rights and remedies the parties may have under this Agreement or otherwise.

4.2 Entire Agreement; Amendment; Waiver. This Agreement, together with the Exhibits hereto, set forth the entire understanding of the parties and supersede all prior agreements and all other arrangements and communications, whether oral or written, with respect to the subject matter hereof and thereof. Any amendments, modifications, supplements, restatements to or waivers of, or the termination of, this Agreement shall require approval of the CCMP Stockholders; *provided*, that (a) any such amendment, modification, supplement, restatement, waiver or termination which would have an adverse effect on the Butler Stockholders, if such adverse effect would be borne solely by the Butler Stockholders or would be borne disproportionately by the Butler Stockholders relative to the other Stockholders, shall require the written consent of the Butler Stockholders, and (b) any such amendment, modification, supplement, restatement, waiver or termination which would have an adverse effect on the Management Stockholders, if such adverse effect would be borne solely by the Management Stockholders or would be borne disproportionately by the Management Stockholders relative to the other Stockholders, shall require the written consent of Management Stockholders holding a majority of the Shares held by the Management Stockholders. Notwithstanding any provisions to the contrary contained herein, any party may waive any rights with respect to which such party is entitled to benefits under this Agreement. No waiver of or consent to any departure from any provision of this Agreement shall be effective unless signed in writing by the party against which enforcement of such waiver or consent is sought. Whether a change to the terms of this Agreement is adverse and disproportionate as to a given Stockholder shall be determined objectively considering solely the terms of the amendment and not any subjective situation of a particular Stockholder.

4.3 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, the invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision were omitted. Notwithstanding the foregoing, if such provision could

be more narrowly drawn so as not to be invalid or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so more narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

4.4 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered in the manner specified herein or, in the absence of such specification, shall be deemed to have been duly given seven (7) days after mailing by certified mail, when delivered by hand, upon electronic confirmation of receipt by facsimile, or one (1) business day after sending by nationally reputable overnight delivery service, to the respective addresses of the parties set forth below:

(a) For notices and communications to the Company to:

Ollie's Bargain Outlet Holdings, Inc.  
6295 Allentown Boulevard – Suite A  
Harrisburg, Pennsylvania 17112  
Attention: Mark Butler and Robert Bertram  
Facsimile: (717) 525-6883

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue, 26th Floor  
New York, New York 10153  
Attention: Harvey Eisenberg  
Facsimile: (212) 310-8007

(b) for notices and communications to the CCMP Stockholders, to:

CCMP Capital Advisors, LLC  
245 Park Avenue, 16th Floor  
New York, New York 10167  
Attention: Richard Zannino, Joe Scharfenberger and Official Notice Clerk  
Facsimile: (212) 599-3481

with a copy (which shall not constitute notice) to:

Weil, Gotshal & Manges LLP  
767 Fifth Avenue, 26th Floor  
New York, New York 10153  
Attention: Harvey Eisenberg  
Facsimile: (212) 310-8007

(c) for notices and communications to the Management Stockholders, to their respective addresses set forth on the Company Register, with a copy (which shall not constitute notice) to any counsel listed opposite such Stockholder's name on the Company Register.

(d) for notices and communications to the Butler Stockholders, to the address set forth on the Company Register, with a copy (which shall not constitute notice) to:

Barley Snyder, LLP  
126 East King Street  
Lancaster, PA 17602  
Attention: Paul G. Mattaini  
Facsimile: (717) 291-4660

By notice complying with the foregoing provisions of this Section 4.4, each party shall have the right to change the mailing address, facsimile number or email address for future notices and communications to such party.

4.5 Binding Effect; Assignment; Non-Recourse.

(a) This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective transferees, successors and assigns; *provided, however*, that no right or obligation under this Agreement may be assigned except as expressly provided herein (including in connection with a Transfer of Shares in accordance herewith), it being understood that the Company's rights hereunder may be assigned by the Company to any corporation which is the surviving entity in a merger, consolidation or like event involving the Company. No such assignment shall relieve an assignor of its obligations hereunder.

(b) Notwithstanding anything that may be expressed or implied in this Agreement to the contrary, by its acceptance hereof, each Stockholder acknowledges and agrees that all claims, obligations, liabilities, causes of action, or proceedings (in each case, whether in contract or in tort, at law or in equity, or pursuant to statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, performance, or breach of this Agreement, including, without limitation, any representation or warranty made in, in connection with, or an as inducement to, this Agreement (each of such above-described legal or equitable theories or sources of liability, a "**Theory of Liability**") may be made only against (and are expressly limited to) the parties expressly identified in the preamble to and signature page(s) of this Agreement as signatories hereto from time to time (each a "**Party**" and, collectively, the "**Parties**"). No Person who is not a Party (including, without limitation, (i) any past, present or future: director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, or representative (collectively "**Affiliated Persons**") of any Party, and (ii) any Affiliated Persons of such Affiliated Persons (the Persons in subclauses (i) and (ii), collectively "**Non-Parties**" and each, individually, a "**Non-Party**")) shall have any liability or obligation under any Theory of Liability.

(c) Without limiting the generality of the foregoing, to the maximum extent explicitly permitted or otherwise conceivable under applicable law, (i) each Party, releases and disclaims any and all liability or obligation under any Theory of Liability against all Non-Parties, including, without limitation, any Theory of Liability to avoid or disregard the entity form of any Party that is not a natural Person or otherwise impose any liability arising out of, relating to or in connection with a Theory of Liability on any Non-Parties, whether a Theory of Liability granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise, and (ii) each Party that is a natural Person (or the Permitted Transferee of a natural Person) hereby disclaims reliance upon any Non-Parties with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. This Section 4.5 shall survive the termination of this Agreement.

4.6 Governing Law. This Agreement (including, without limitation, the validity, construction, effect or performance hereof and any remedies hereunder or related hereto) and all claims or causes of action of any kind (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including, without limitation, any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by the internal laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

4.7 Termination. Without affecting any other provision of this Agreement requiring termination of any rights in favor of any Stockholder or any transferee of Fully-Diluted Shares, the provisions of this Agreement (other than Section 2.7 (Confidentiality)) shall terminate as to such Stockholder or Transferee, when, pursuant to and in accordance with this Agreement, such Stockholder or transferee, as the case may be, no longer owns any Fully-Diluted Shares; provided, that the provisions of Section 2.7 (Confidentiality) shall terminate as to such Stockholder or Transferee, as the case may be, on the two-year anniversary of the date that such Stockholder or transferee, as the case may be, no longer owns any Fully-Diluted Shares.

4.8 Recapitalizations, Exchanges, Etc. The provisions of this Agreement shall apply, to the full extent set forth herein with respect to Shares, to any and all shares of capital stock of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution of the Shares, by reason of a stock dividend, stock split, stock issuance, reverse stock split, combination, recapitalization, reclassification, merger, consolidation or otherwise.

4.9 Action Necessary to Effectuate the Agreement. The parties hereto agree to take or cause to be taken all such corporate and other action as may be reasonably necessary to effect the intent and purposes of this Agreement.

4.10 Purchase for Investment. Each of the parties acknowledges that all of the Shares held by such party are being (or have been) acquired for investment and not with a view to the distribution thereof and that no transfer, hypothecation or assignment of Shares may be made except in compliance with applicable federal and state securities laws.

4.11 1933 Act Legends. All Shares shall bear all legends required by federal and state securities laws. In addition, each certificate representing Shares shall have the following legend endorsed conspicuously thereupon:

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED.”

The Company shall instruct any transfer agent not to register the Transfer of any Shares until the conditions specified in the foregoing legend and this Agreement are satisfied; provided, that the requirement imposed by this Section 4.11 hereof shall cease and terminate as to any particular Shares (a) when, in the opinion of counsel reasonably acceptable to the Company, such legend is no longer required in order to assure compliance by the Company with the 1933 Act, or (b) when such Shares have been registered pursuant to an effective registration statement under the 1933 Act or transferred pursuant to Rule 144. Whenever (x) such requirement shall cease and terminate as to any Shares or (y) such Shares shall be transferable under paragraph (k) of Rule 144, the holder thereof shall be entitled to receive from the Company, without expense, new certificates not bearing the legend set forth in this Section 4.11.

4.12 Effectiveness of Transfers. No Stockholder may Transfer all or any of the Shares owned by such Stockholder (other than Shares acquired pursuant to an effective registration statement under the 1933 Act on file with the SEC) to any Person other than (A) a Permitted Transferee, (B) pursuant to the exercise of registration rights under Article III, or (C) following a Public Offering, pursuant to an exemption from registration under the 1933 Act (such as Rule 144). All Shares transferred by a Stockholder (other than pursuant to an effective registration statement under the 1933 Act or pursuant to a Rule 144 transaction) shall, except as otherwise expressly stated herein, be held by the transferee thereof subject to this Agreement. Such transferee shall, except as otherwise expressly stated herein, have all the rights and be subject to all of the obligations of a Stockholder under this Agreement (as though such party had so agreed pursuant to Section 4.13) automatically and without requiring any further act by such transferee or by any parties to this Agreement. Without affecting the preceding two sentences, if such transferee is not a Stockholder on the date of such transfer, then such transferee, as a condition to such transfer, shall confirm such transferee's obligations hereunder in accordance with Section 4.13.

#### 4.13 Classifications Upon Permitted Transfers.

(a) Any Permitted Transferee who is not already a Stockholder acquiring Shares (other than in connection with a Public Offering or any on-market transaction), shall, on or before the Transfer or issuance to it of Shares, sign a counterpart of, or joinder to, this Agreement in form reasonably satisfactory to the Company and shall thereby become a party to

this Agreement to be bound hereunder as (i) a CCMP Stockholder if such transferee satisfies the requirements of the definition of “CCMP Stockholder”, (ii) the Butler Stockholders if such transferee satisfies the requirements of the definition of “Butler Stockholders”, or (iii) a Management Stockholder if such transferee satisfies the requirements of the definition of “Management Stockholder”.

(b) For the avoidance of doubt, subject to compliance with all applicable restrictions on Transfer set forth in this Agreement, in the event that: (i) any CCMP Stockholder or its Permitted Transferee acquires Shares from any of the Company, the Butler Stockholders, and/or a Management Stockholder, in each case, such Shares shall be held by such CCMP Stockholder as a CCMP Stockholder and shall be bound by, and entitled to the benefits of, the provisions of this Agreement applicable to CCMP Stockholders, (ii) the Butler Stockholders or its Permitted Transferee acquires Shares from any of the Company, a CCMP Stockholder, and/or any Management Stockholder, in each case, such Shares shall be held by such Butler Stockholders as a Butler Stockholder and shall be bound by, and entitled to the benefits of, the provisions of this Agreement applicable to a Butler Stockholder, and (iii) any Management Stockholder or its Permitted Transferee acquires Shares from any of the Company, a CCMP Stockholder and/or a Butler Stockholder, in each case, such Shares shall be held by such Management Stockholder as a Management Stockholder and shall be bound by, and entitled to the benefits of, the provisions of this Agreement applicable to Management Stockholders.

#### 4.14 Indemnification; Other Business Opportunities.

(a) Notwithstanding anything to the contrary in this Agreement, the Company shall not and shall cause its Subsidiaries not to, without CCMP Consent, amend, change or waive any provision of the certificate of incorporation or bylaws of the Company or any of its Subsidiaries if any such amendment, modification, supplement, restatement, waiver or termination would have an adverse effect on the indemnification rights of the directors of the Company or any of its Subsidiaries.

(b) Notwithstanding any provision of the certificate of incorporation, bylaws or other organizational document of the Company or any of its Subsidiaries, or contract to which the Company or any of its Subsidiaries is a party (including this Agreement), in each case, as may be in effect from time to time, to the contrary, the Company and each of its Subsidiaries acknowledges and agrees that (i) the Company and its Subsidiaries are, and shall at all times be, the indemnitors of first resort with respect to any and all matters for which advancement of expenses and indemnification are provided by the Company or its Subsidiaries to or on behalf of any CCMP Representative or any Covered Person related to a CCMP Stockholder (each such Person, an “**Indemnitee**”), (ii) the obligations of the Company and its Subsidiaries to each Indemnitee are primary, and any obligations of any CCMP Stockholder or any of its Affiliate to provide advancement of expenses or indemnification for any losses, claims, damages or liabilities incurred by any Indemnitee and for which the Company or any of its Subsidiaries has agreed (or is otherwise obligated) to indemnify Indemnitee are secondary, (iii) any Indemnitee may be required to seek advancement of expenses and/or indemnification from any other potential source of such advancement or indemnification (including from any CCMP Stockholder or its Affiliates) only if, and to the extent, that the Company and/or its Subsidiaries

are legally and/or financially unable to advance expenses and/or indemnify, as the case may be, to or on behalf of such Indemnitee, and (iv) if any CCMP Stockholder or any of its Affiliates is obligated to pay, or pays, or causes to be paid for any reason, any expense, loss, claim, damage or liability which the Company or any of its Subsidiaries is otherwise obligated to pay to or on behalf of any Indemnitee, then (x) such CCMP Stockholder or its Affiliates, as applicable, shall be fully subrogated to and otherwise succeed to all rights of such Indemnitee with respect to such payment, including with respect to rights to claim such amounts from the Company or its Subsidiaries, as applicable; and (y) the Company and/or its Subsidiaries shall reimburse, indemnify and hold harmless the CCMP Stockholders and their Affiliates, as the case may be, for all such payments actually made by such Person on behalf of or for the benefit of any Indemnitee.

(c) The Company and each of its Subsidiaries hereby unconditionally and irrevocably waives, relinquishes and releases (and covenants and agrees not to exercise, and to cause each of its Affiliates not to exercise), any claims or rights that it or any of its Affiliates may now have or hereafter acquire against any CCMP Stockholder or Affiliate thereof that arise from or relate to the existence, payment, performance or enforcement obligations of the Company or such Subsidiary under this Agreement or under any indemnification obligation of the Company, such Subsidiary or their respective Affiliates to any Indemnitee, including any right of subrogation, reimbursement, exoneration, contribution or indemnification, whether such right arises in equity or under contract, statute, common law or otherwise, including any right to claim, take or receive from any CCMP Stockholder or any Affiliate thereof, directly or indirectly, in cash or other property or by set-off or in any other manner, any payment or security or other credit support on account of such claim, remedy or right.

(d) The Company shall defend, indemnify and hold each Stockholder, its Affiliates and direct and indirect partners (including partners of partners and stockholders and members of partners), members, stockholders, directors, officers, employees and agents and each Person who controls any of them within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act (the "**Covered Persons**") harmless from and against any and all losses, claims, damages or liabilities sustained or suffered by any such Covered Person based upon, relating to, arising out of, or by reason of any third party or governmental claims relating to such Covered Person's status as a holder of Common Stock Equivalents or controlling Person of the Company as a result of a direct or indirect interest in any Common Stock Equivalents (including, without limitation, any and all losses, claims, damages or liabilities under the 1933 Act, the 1934 Act or other federal or state statutory law or regulation, at common law or otherwise, which relate directly or indirectly to the registration, purchase, sale or ownership of any Common Stock Equivalents of the Company or to any fiduciary obligation owed with respect thereto).

(e) Any amendment or repeal of any indemnification provisions of this Section 4.14, or the certificate of incorporation or bylaws of the Company or any of its Subsidiaries shall not adversely affect any right or protection hereunder or thereunder of any Indemnitee or Covered Person in respect of any act or omission occurring prior to the time of such amendment or repeal (regardless of whether the proceeding relating to such act or omission, or any proceeding relating to such Indemnitee's rights to indemnification or to advancement of expenses, is commenced before or after the time of such amendment, repeal, modification, or

adoption), and any such amendment, repeal, modification, or adoption that would adversely affect such Indemnitee's or Covered Person's rights to indemnification or advancement of expenses hereunder shall be ineffective as to such Indemnitee or Covered Person, except with respect to any proceeding that relates to or arises from (and only to the extent such proceeding relates to or arises from) any act or omission of such Indemnitee or Covered Person occurring after the effective time of such amendment, repeal, modification, or adoption.

(f) The Company, each of its Subsidiaries, and each Stockholder recognizes that the CCMP Stockholders may be affiliated with private equity sponsors or other institutional investors and that they, their respective members, partners or investors, invest in, serve on the boards of directors and other governing boards of, serve as officers of, provide services to and have minority and controlling ownership interests in, existing and future operating companies. Except for the confidentiality obligations contained in Section 2.7 of this Agreement, nothing in this Agreement or the nature of the existing or any future relationship between any CCMP Stockholder, on the one hand, and the Company, its Subsidiaries or any Stockholder, on the other (whether such relationship is by reason of any CCMP Stockholder acting as a lender, owner of capital stock or warrants, landlord, service provider or otherwise), will prohibit any CCMP Stockholder from engaging in any activity or business opportunity whatsoever for its own account or will require any CCMP Stockholder to make any business opportunity available to the Company or its Subsidiaries, in each case, even if such activity or business opportunity competes with the business conducted by the Company or its Subsidiaries.

(g) The Company and each of its Subsidiaries hereby renounces any interest or expectancy in any business opportunity, transaction or other matter in which any CCMP Stockholder participates or desires to participate and that involves any aspect related to the business conducted by the Company or its Subsidiaries, unless such business opportunity is expressly offered to a CCMP Representative in writing solely in his or her capacity as a director of the Company or any of its Subsidiaries (each such business opportunity, transaction or other matter, excluding those so excepted, a "**Renounced Business Opportunity**"). No CCMP Stockholder shall have any obligation to communicate or offer any Renounced Business Opportunity to the Company or any of its Subsidiaries, and any CCMP Stockholder may pursue any Renounced Business Opportunity solely for its own account.

#### 4.15 Remedies.

(a) Each Stockholder shall have all rights and remedies reserved for such Stockholder pursuant to this Agreement and all rights and remedies which such Stockholder has been granted at any time under any other legally binding agreement or contract and all of the rights which such Stockholder has under any law or in equity. Any Person having any rights under any provision of this Agreement will be entitled to enforce such rights specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law or in equity.

(b) No course of dealing and no delay on the part of any party hereto in exercising any right, power or remedy conferred by this Agreement shall operate as waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of any rights, powers or remedies conferred by this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.



(c) The parties hereto agree that if any parties seek to resolve any dispute arising under this Agreement pursuant to a legal proceeding, the prevailing parties to such proceeding shall be entitled to receive reasonable fees and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceedings.

4.16 Costs and Expenses. Each party shall pay its own costs and expenses incurred in connection with this Agreement, and any and all other documents furnished pursuant hereto or in connection herewith.

4.17 Counterparts. This Agreement may be executed in two or more counterparts each of which when delivered (including via facsimile and e-mail portable document format (\*.pdf) or similar electronic means) shall be deemed an original but all of which together shall constitute one and the same instrument, and all signatures need not appear on any one counterpart.

4.18 Headings. All headings and captions in this Agreement are for purposes of reference only and shall not be construed to limit or affect the substance of this Agreement.

4.19 Third Party Beneficiaries. Except as provided in Section 3.9 and Section 4.5, and rights given to Affiliates of CCMP Stockholders, nothing in this Agreement is intended or shall be construed to entitle any Person other than the Company and the Stockholders to any claim, cause of action, right or remedy of any kind.

4.20 Consent to Jurisdiction. The Company and each of the Stockholders, by its, his or her execution hereof, (i) hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts in the State of Delaware for the purposes of any claim or action arising out of or based upon this Agreement or relating to the subject matter hereof, (ii) hereby waive, to the extent not prohibited by applicable law, and agree not to assert by way of motion, as a defense or otherwise, in any such claim or action, any claim that it or he is not subject personally to the jurisdiction of the above-named courts, that its, his or her property is exempt or immune from attachment or execution, that any such proceeding brought in the above-named court is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court and (iii) hereby agree not to commence any claim or action arising out of or based upon this Agreement or relating to the subject matter hereof other than before the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such claim or action to any court other than the above-named courts whether on the grounds of inconvenient forum or otherwise; *provided*, that any action to enforce a judicial award of a state or federal court in the State of Delaware pursuant to this Section 4.20 may be brought in any court of competent jurisdiction in any state or jurisdiction where the party against which enforcement is sought has operations or owns assets. The Company and each of the Stockholders hereby consent to service of process in any such proceeding, and agree that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 4.4 is reasonably calculated to give actual notice.

4.21 WAIVER OF JURY TRIAL. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH PARTY HERETO HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE OR ACTION, CLAIM, CAUSE OF ACTION OR SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER PARTIES HERETO THAT THIS SECTION 4.21 CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THEY ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4.21 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

4.22 Spousal Consent. Each Stockholder that is a married natural Person and is or becomes domiciled in a community property state at any time the Stockholder continues to own Shares shall, to the extent not previously obtained and delivered to the Company, obtain and deliver to the Company the consent of such Stockholder's spouse in the form of Exhibit B to evidence such spouse's consent to be bound by the terms and conditions of this Agreement (and any applicable subscription agreement or individual award agreement to which such Stockholder is a party) as to their interest, whether as community property or otherwise, if any, in the Shares owned by such Stockholder.

4.23 Stockholder Representations. By signing this Agreement or any Joinder, each Stockholder that is not already signatory to a subscription agreement with the Company (as of the date such Stockholder becomes a Stockholder through signature hereto or delivery of a Joinder) makes the representations and warranties set forth on Exhibit C.

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IN WITNESS WHEREOF, each of the stockholders of Ollie's Bargain Outlet Holdings, Inc. has duly executed this Agreement (or caused this Agreement to be executed on its behalf by its officer or representative thereunto duly authorized) as of the date first above written.

**THE COMPANY:**

OLLIE'S BARGAIN OUTLET HOLDINGS, INC.

By: /s/ John Swygert

Name: John Swygert

Title: Executive Vice President and Chief Financial Officer

[AMENDED AND RESTATED STOCKHOLDERS AGREEMENT OF OLLIE'S BARGAIN OUTLET HOLDINGS, INC.]

**CCMP STOCKHOLDERS:**

CCMP CAPITAL INVESTORS II, L.P.

By: CCMP CAPITAL ASSOCIATES, L.P.,  
Its General Partner

By: CCMP CAPITAL ASSOCIATES GP, LLC,  
Its General Partner

By: /s/ Richard Zannino  
Name: Richard Zannino  
Title: Managing Director

CCMP CAPITAL INVESTORS (CAYMAN) II, L.P.

By: CCMP CAPITAL ASSOCIATES, L.P.,  
Its General Partner

By: CCMP CAPITAL ASSOCIATES GP, LLC,  
Its General Partner

By: /s/ Richard Zannino  
Name: Richard Zannino  
Title: Managing Director

[AMENDED AND RESTATED STOCKHOLDERS AGREEMENT OF OLLIE'S BARGAIN OUTLET HOLDINGS, INC.]

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**BUTLER STOCKHOLDERS:**

/s/ Mark Butler

Mark Butler

[AMENDED AND RESTATED STOCKHOLDERS AGREEMENT OF OLLIE'S BARGAIN OUTLET HOLDINGS, INC.]

MARK L. BUTLER 2012 DELAWARE  
DYNASTY TRUST

By: Wilmington Trust Company, a Delaware corporation, as  
Trustee

By: /s/ Laura Barone  
Name: Laura Barone  
Title: Assistant Vice President

[AMENDED AND RESTATED STOCKHOLDERS AGREEMENT OF OLLIE'S BARGAIN OUTLET HOLDINGS, INC.]

**MANAGEMENT STOCKHOLDER:**

By: Mark Butler, as attorney-in-fact, pursuant to Section 4.2 of the Prior Agreement

/s/ Mark Butler

Name: Mark Butler

[AMENDED AND RESTATED STOCKHOLDERS AGREEMENT OF OLLIE'S BARGAIN OUTLET HOLDINGS, INC.]

**EXHIBIT A**

**[FORM OF]**

**JOINDER AGREEMENT**

**TO  
OLLIE’S BARGAIN OUTLET HOLDINGS, INC.  
AMENDED AND RESTATED STOCKHOLDERS AGREEMENT**

This JOINDER AGREEMENT (this “**Joinder Agreement**”), dated as of \_\_\_\_\_, 20[ ], and effective as of the date hereof, is made by and between Ollie’s Bargain Outlet Holdings, Inc., a Delaware corporation (the “**Company**”), and \_\_\_\_\_ (the “**New Stockholder**”). Capitalized terms used but not otherwise defined herein are used as defined in the Stockholders Agreement (as defined below).

WHEREAS, the Company and the certain current Stockholders of the Company are each party to that certain that certain amended and restated stockholders agreement of the Company dated as of [ ], 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Stockholders Agreement**”);

WHEREAS, as provided in the Stockholders Agreement, and subject to the terms thereof, new Stockholders may become parties to the Stockholders Agreement by executing a joinder agreement thereto;

WHEREAS, the Company desires the New Stockholder to be bound, and the New Stockholder desires to be bound, by the Stockholders Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The New Stockholder acknowledges receipt of a copy of the Stockholders Agreement and, after review and examination thereof, by executing this Joinder Agreement, agrees to be bound as of the date hereof by all covenants, agreements, restrictions and other terms and provisions contained in the Stockholders Agreement as a [CCMP] / [Butler] / [Management] Stockholder and shall have all of the rights and obligations of a [CCMP] / [Butler] / [Management] Stockholder thereunder.
2. This Joinder Agreement may be executed in two counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which, when taken together, shall constitute one instrument.
3. This Joinder Agreement and any claim or dispute arising out of or related hereto or the subject matter hereof (whether in contract, tort or otherwise) shall be governed by the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable Delaware principles of conflicts of law) as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies.

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IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement as of the date first above written.

**The Company:**

OLLIE'S BARGAIN OUTLET HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

**The New Stockholder:**

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B**

**[FORM OF]**

**SPOUSAL CONSENT**

This Spousal Consent is dated as of \_\_\_\_\_, 20[ ], effective as of the date hereof, and is being delivered by \_\_\_\_\_ (the "**Consenting Spouse**") for the benefit of Ollie's Bargain Outlet Holdings, Inc., a Delaware corporation (the "**Company**") and all current and future Stockholders thereof. Capitalized terms used but not otherwise defined herein are used as defined in the Stockholders Agreement (as defined below).

WHEREAS, the Company and the certain current Stockholders (including the spouse of the Consenting Spouse) of the Company are each party to that certain amended and restated stockholders agreement as of [ ], 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "**Stockholders Agreement**");

The Consenting Spouse hereby acknowledges that he or she is aware of, understands, and consents to the provisions of the foregoing Stockholders Agreement and their binding effect upon any community property interest or marital settlement awards he or she may now or hereafter own or receive, and agrees that the termination of his or her marital relationship with such Stockholder for any reason shall not have the effect of removing any Shares subject to the foregoing Stockholders Agreement from the coverage thereof and that his or her awareness, understanding, consent, and agreement is evidenced by his or her signature below.

Printed Name: \_\_\_\_\_

**EXHIBIT C**

**STOCKHOLDER REPRESENTATIONS**

*To induce the Company to issue the Shares to each Stockholder as herein provided, each Stockholder hereby makes the following representations and warranties to the Company, each and all of which shall be true and correct as of the date of this Agreement, and shall survive the execution and delivery of this Agreement. If in any respect such representations, agreements, and furnished information shall not be true and correct as to such Stockholder or shall not have been complied with by such Stockholder as of any date set forth in the preceding sentence, such Stockholder shall promptly give written notice of such fact to the Company and shall specify which representations, agreements, and furnished information are not true and correct or have not been complied with and the reasons therefor. Each Stockholder acknowledges that the CCMP Stockholders, and each respective member and Affiliate thereof, have relied and will rely upon the representations and agreements of, and information furnished by such Stockholder as set forth below:*

- **Investment Intent.** The Shares to be acquired by such Stockholder are being acquired for such Stockholder's own account, not as a nominee or agent for any other Person and without a view to the distribution of such Shares or any interest therein in violation of the 1933 Act or any state securities laws.
- **Eligibility.** Such Stockholder (i) is an "accredited investor" within the meaning of Rule 501(a) under Regulation D of the 1933 Act or, in the case of a Management Stockholder that is not an accredited investor, has informed the Company in a writing that such Management Stockholder is not an accredited investor, (ii) has (or, in the case of a trust, the trustee has) such knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Shares, and (iii) is capable of bearing the economic risks of such investment and is able to bear the complete loss of its investment in the Shares.
- **Receipt of Information.** Such Stockholder has been afforded the opportunity to ask such questions as it has deemed necessary of, and to receive answers from, representatives of the Company concerning the terms and conditions of the offering of the Shares and the merits and risks of investing in the Shares.
- **No Representations or Warranties.** Such Stockholder further acknowledges that, except as provided in definitive written agreements among the parties hereto and the Company and its Affiliates, it is consummating the transactions contemplated hereby without any representation or warranty, express or implied, at law or in equity, by the Company, any CCMP Stockholder, or any of their respective officers, managers, employees, Affiliates, Subsidiaries or advisors, including with respect to (i) merchantability or fitness for any particular purpose, (ii) the operation of the business of the Company and its Subsidiaries after the Closing Date in any manner, or (iii) the probable success or profitability of the business of the Company and its Subsidiaries after the Closing Date.

- Prohibited Investment. The proposed acquisition of the Shares by such Stockholder will not result in a violation by such Stockholder of any United States federal, state, foreign or other laws, rules or regulations (including, without limitation, anti-money laundering laws, rules and regulations) applicable to such Stockholder and no capital contribution to the Company by such Stockholder will be derived from any illegal or illegitimate activities.
- Prohibited Stockholders. Such Stockholder understands that federal regulations and executive orders administered by the United States Department of the Treasury's Office of Foreign Assets Control ("**OFAC**") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals.<sup>1</sup> Such Stockholder represents and warrants that it is not a Person named on an OFAC list, nor is such Stockholder a Person with whom dealings are prohibited under any OFAC regulation.

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<sup>1</sup> The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at [www.treas.gov/ofac](http://www.treas.gov/ofac).

**Ollie's Bargain Outlet Holdings, Inc. Announces Closing of Initial Public Offering**

Harrisburg, PA, July 21, 2015 – Ollie's Bargain Outlet Holdings, Inc. ("Ollie's" or the "Company") announced today the closing of its initial public offering of 10,263,750 shares of common stock at a price of \$16.00 per share. The number of shares issued at closing included the exercise in full of the underwriters' option to purchase 1,338,750 additional shares. All of the shares were offered by Ollie's. Ollie's received approximately \$153.1 million in proceeds from the offering, net of underwriting fees, all of which will be used to repay a portion of outstanding borrowings under the Company's senior secured credit facilities.

J.P. Morgan, Jefferies and BofA Merrill Lynch served as joint lead book-running managers and as representatives of the underwriters for the proposed offering. Credit Suisse, Piper Jaffray, KeyBanc Capital Markets and RBC Capital Markets acted as joint book-running managers for the proposed offering.

The offering of these securities was made only by means of a prospectus. A copy of the final prospectus related to the offering may be obtained by contacting:

- J.P. Morgan Securities LLC, Attention: Prospectus Department, 1155 Long Island Avenue, Edgewood, NY 11717, or via telephone: 1-866-803-9204
- Jefferies LLC, Attention: Prospectus Department, 520 Madison Avenue, 2<sup>nd</sup> Floor, New York, NY, 10022, via telephone: 877-547-6340, or via email: Prospectus\_Department@Jefferies.com
- BofA Merrill Lynch, 222 Broadway, New York, NY, 10038, Attention: Prospectus Department, or via email dg.prospectus\_requests@baml.com

A registration statement relating to these securities was declared effective by the Securities and Exchange Commission on July 15, 2015. This press release shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. The registration statement on Form S-1 may be accessed through the SEC's website at <http://edgar.sec.gov>.

**About Ollie's**

Ollie's is an extreme value retailer of brand name merchandise at drastically reduced prices. Known for its assortment of "Good Stuff Cheap," Ollie's offer customers a broad selection of brand name products, including housewares, food, books and stationery, bed and bath, floor coverings, toys and hardware.

## **Forward-Looking Statements**

This press release contains “forward-looking statements.” Forward-looking statements can be identified by words such as “could,” “may,” “might,” “will,” “likely,” “anticipates,” “intends,” “plans,” “seeks,” “believes,” “estimates,” “expects,” “continues,” “projects” and similar references to future periods, or by the inclusion of forecasts or projections. Forward-looking statements are based on our current expectations and assumptions regarding our business, the economy and other future conditions. Because forward-looking statements relate to the future, by their nature, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict. As a result, our actual results may differ materially from those contemplated by the forward-looking statements. Important factors that could cause actual results to differ materially from those in the forward-looking statements include regional, national or global political, economic, business, competitive, market and regulatory conditions, including risk regarding when we can complete the offering, our ability to manage inventory or anticipate consumer demand; changes in consumer confidence and spending; our competitive environment; our failure to open new profitable stores or successfully enter new markets and other factors set forth under “Risk Factors” in the registration statement on Form S-1 and in the prospectus. Any forward-looking statement made in this press release speaks only as of the date on which it is made. Ollie’s undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future developments or otherwise.

### **Investor Relations Contact:**

John Rouleau  
ICR  
203-682-8200  
[John.Rouleau@icrinc.com](mailto:John.Rouleau@icrinc.com)

### **Media Contact:**

Jessica Liddell  
ICR  
203-682-8200  
[Jessica.Liddell@ICRinc.com](mailto:Jessica.Liddell@ICRinc.com)