

EXHIBIT B

Restructuring Support Agreement

THIS AGREEMENT IS NOT AN OFFER WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF VOTES WITH RESPECT TO A PLAN OF REORGANIZATION. ANY SUCH OFFER OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (together with all exhibits, schedules, and attachments hereto, as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, this “*Agreement*”), dated as of February 25, 2018, is entered into by and among (a) Fallbrook Technologies Inc. (“*Fallbrook*”) and Fallbrook Technologies International Co., a Nevada corporation (“*FTI International*,” and, together with Fallbrook, the “*Company*” or the “*Fallbrook Parties*”); (b) the undersigned holders of the Existing Notes (as defined below) (collectively, the “*Kayne Supporting Creditors*”); (c) the undersigned holders of Claims against and other interests in the Fallbrook Parties (the “*RSA Supporting Creditors*”) and (d) the creditors joining this Agreement by execution of a Joinder Agreement attached hereto as Exhibit C (the “*Additional Supporting Creditors*,” and together with the Kayne Supporting Creditors, and the RSA Supporting Creditors, together with their respective successors and permitted assigns under this Agreement, the “*Supporting Creditors*”). The Company and the Supporting Creditors are referred to herein as the “*Parties*” and each individually as a “*Party*.” Capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the restructuring term sheet attached hereto as Exhibit A (the “*Restructuring Term Sheet*”), which Restructuring Term Sheet is expressly incorporated by reference herein and made a part of this Agreement as if fully set forth herein.

PRELIMINARY STATEMENTS

WHEREAS, the Parties have negotiated in good faith at arm’s length and have agreed to undertake a financial restructuring of the Company, to be implemented by each of the Fallbrook Parties commencing a voluntary case (collectively, the “*Chapter 11 Cases*”) under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) to pursue a pre-negotiated chapter 11 plan of reorganization all in accordance with the terms set forth in this Agreement and the Definitive Documents (as defined below) (the “*Restructuring Transaction*”).

WHEREAS, as of the date hereof, the Supporting Creditors collectively hold 100% of the outstanding aggregate principal amount of Fallbrook’s 12.00% Senior Secured Notes due 2019 (the “*Existing Notes*”) issued pursuant to that certain Securities Purchase Agreement, dated January 29, 2015 (as amended by that certain First Amendment to Securities Purchase Agreement dated as of August 1, 2016 and by that certain Waiver and Second Amendment to Securities Purchase Agreement dated as of May 10, 2017, the “*Existing Notes Purchase Agreement*”), between Fallbrook in its capacity as issuer thereunder, FTI International, as guarantor, Kayne Credit Opportunities

Fund (QP), LP, as collateral agent (in such capacity, the “*Existing Notes Collateral Agent*”) and the purchasers of the Existing Notes party thereto from time to time;

WHEREAS, as of the date hereof, the Supporting Creditors collectively hold approximately 32.0% of the outstanding aggregate principal amount of Fallbrook’s Senior Secured Notes due 2018 (the “*Bridge Notes*”) under the Bridge Note Purchase Agreement, dated as of May 10, 2017 (as amended, supplemented or otherwise modified, the “*Bridge Notes Purchase Agreement*”), between Fallbrook, in its capacity as issuer thereunder, FTI International, as guarantor, Allison Transmission, Inc., in its capacity as Bridge Notes agent, and the purchasers of the Bridge Notes party thereto from time to time;

WHEREAS, as of the date hereof, the Supporting Creditors collectively hold approximately 66.8% of the outstanding aggregate principal amount of Fallbrook’s senior subordinated convertible notes due July 2019 (the “*Convertible Notes*”) under those certain Note Purchase Agreements dated July 7, 2014, and August 3, 2016, by and among Fallbrook and the purchasers named therein;

WHEREAS, each Party desires that the Restructuring Transaction be implemented through a joint chapter 11 pre-negotiated plan of reorganization for the Company on the terms and conditions as set forth in this Agreement;

WHEREAS, in connection with the Chapter 11 Cases, the Company intends to file the Plan (as defined below) and the Disclosure Statement (as defined below);

WHEREAS, the Parties desire that the Restructuring Transaction be consummated as efficiently and quickly as possible and believe the Parties’ interests are and will be adequately represented such that they do not seek an official committee of creditors in the Chapter 11 Cases to be formed; and

WHEREAS, the Parties desire to express to one another their mutual support and commitment in respect of the matters discussed herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. *Certain Definitions; Rules of Construction.* As used in this Agreement, the following terms have the following meanings:

(a) “*Affiliate*” means, with respect to any Person, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, “control” (including, with its correlative meanings, “controlled by” and “under common control with”) shall mean, with respect to any Person, the possession, directly or indirectly, of power to direct or cause the direction of

management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(b) “**Agreement**” has the meaning set forth in the Preamble.

(c) “**Alternative Proposal**” means any plan of reorganization or liquidation, proposal, term sheet, offer, transaction, dissolution, winding up, liquidation, reorganization, refinancing, recapitalization, restructuring, merger, consolidation, business combination, joint venture, partnership, sale of material assets or equity involving the Company, other than the Restructuring Transaction.

(d) “**Applicable Law**” means any federal state, local or foreign law, statute, code, ordinance, rule, or regulation, including those addressing unfair and deceptive acts and practices, advertising, usury, and permits.

(e) “**Bankruptcy Code**” has the meaning set forth in the Preliminary Statements.

(f) “**Bankruptcy Court**” has the meaning set forth in the Preliminary Statements.

(g) “**Board**” has the meaning set forth in Section 6(c)(iv).

(h) “**Bridge Notes**” has the meaning set forth in the Preliminary Statements.

(i) “**Bridge Notes Purchase Agreement**” has the meaning set forth in the Preliminary Statements.

(j) “**Business Day**” means any day that is not a Saturday, Sunday, or other day on which banks in New York are authorized or required to close.

(k) “**Chapter 11 Cases**” has the meaning set forth in the Preliminary Statements.

(l) “**Claim**” has the meaning set forth in section 101(5) of the Bankruptcy Code.

(m) “**Company**” has the meaning set forth in the Preamble.

(n) “**Company Termination Event**” has the meaning set forth in Section 6(b)(xii).

(o) “**Company Termination Notice**” has the meaning set forth in Section 6(b)(xii).

(p) “**Confirmation Order**” means an order entered by the Bankruptcy Court confirming the Plan that is consistent with this Agreement.

(q) “**Convertible Notes**” has the meaning set forth in the Preliminary Statements.

(r) “**Definitive Documents**” means the (i) Plan (and all exhibits thereto), (ii) Confirmation Order, (iii) Disclosure Statement, (iv) Disclosure Statement Order, (v) Solicitation Materials, (vi) DIP Credit Agreement and related documentation, including the DIP Motion and the DIP Financing Orders, (vii) the agreements governing the Exit Facilities, (viii) the Plan Supplement, (ix) those motions and proposed court orders that the Company files on or after the Petition Date (as defined below) and seeks to have heard on an expedited basis at the “first day hearing” (the “**First Day Pleadings**”), (x) any court filings in the Chapter 11 Cases that could be reasonably expected to affect the interests of the Supporting Creditors, (xi) any corporate or organizational documents for the reorganized company (the “**Organizational Documents**”), (xii) all regulatory filings necessary to implement the Restructuring Transaction and (xiii) any other documents or exhibits related to or contemplated in the foregoing clause (i) – (xii), in each case, in form and substance acceptable to the Company and the Kayne Supporting Creditors.

(s) “**DIP Credit Agreement**” means the credit agreement or agreements pursuant to which Fallbrook shall issue the DIP Facility.

(t) “**DIP Facility**” means the debtor-in-possession credit facility provided by the Existing Noteholders and such other Supporting Creditors, if any, that satisfy the DIP Participation Condition (as defined in the Restructuring Term Sheet), to Fallbrook pursuant to the DIP Credit Agreement.

(u) “**DIP Financing Orders**” means the Interim DIP Financing Order and the Final DIP Financing Order.

(v) “**DIP Motion**” means the motion seeking (i) approval of the DIP Facility and (ii) authority to use collateral, including cash collateral, and grant adequate protection.

(w) “**Disclosure Statement**” means the disclosure statement for the Plan, approved by the Bankruptcy Court as containing, among other things, “adequate information” as required by sections 1125 and 1126(b) of the Bankruptcy Code, that is materially consistent with this Agreement.

(x) “**Disclosure Statement Order**” means an order entered by the Bankruptcy Court approving the Disclosure Statement and Solicitation Materials as containing, among other things, “adequate information” as required by sections 1125 and 1126(b) of the Bankruptcy Code, that is materially consistent with this Agreement.

(y) “**Effective Date**” means the date on which the Plan is substantially consummated in accordance with its terms and the Confirmation Order.

(z) “**Equity Interest**” means any and all equity securities (as defined in section 101(16) of the Bankruptcy Code) of the Company, including all shares, common stock, preferred stock, or other instrument evidencing any fixed or contingent ownership interest in the Company, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the Company, whether or not transferable and whether fully vested or vesting in the future, that existed immediately before the Effective Date.

(aa) “**Exit Facilities**” means the New First Lien Facility and the New Second Lien Facility.

(bb) “**Existing Notes**” has the meaning set forth in the Preliminary Statements.

(cc) “**Existing Notes Collateral Agent**” has the meaning set forth in the Preliminary Statements.

(dd) “**Existing Notes Purchase Agreement**” has the meaning set forth in the Preliminary Statements.

(ee) “**Fallbrook**” has the meaning set forth in the Preamble.

(ff) “**Fallbrook Parties**” has the meaning set forth in the Preamble.

(gg) “**Final DIP Financing Order**” means the order entered by the Bankruptcy Court approving the DIP Motion.

(hh) “**First Lien Creditors**” means the holders of the Existing Notes and the holders of the Bridge Notes.

(ii) “**Interim DIP Financing Order**” means the order entered by the Bankruptcy Court approving the DIP Motion on an interim basis.

(jj) “**Joinder Agreement**” has the meaning set forth in Section 4(c).

(kk) “**Kayne Supporting Creditor Termination Event**” has the meaning set forth in Section 6(a).

(ll) “**Kayne Supporting Creditor Termination Notice**” has the meaning set forth in Section 6(a).

(mm) “**Material Adverse Change**” has the meaning set forth in Section 6(b)(xii).

(nn) “**Milestones**” has the meaning set forth in Section 6(a)(i).

(oo) “**New First Lien Facility**” shall have the meaning set forth in the Restructuring Term Sheet.

(pp) “***New Second Lien Facility***” shall have the meaning set forth in the Restructuring Term Sheet.

(qq) “***Party***” has the meaning set forth in the Preamble.

(rr) “***Person***” means an individual, a partnership, a joint venture, a limited liability company, a corporation, a trust, an unincorporated organization, a group, a governmental or regulatory authority, or any legal entity or association.

(ss) “***Petition Date***” means the date of the commencement of the Chapter 11 Cases.

(tt) “***Plan***” means the chapter 11 plan of reorganization for the Company, filed in the Chapter 11 Cases, as it may be amended, restated or supplemented, which shall be consistent in all respects with this Agreement.

(uu) “***Plan Filing Deadline***” has the meaning set forth in Section 6(a)(i)(D).

(vv) “***Plan Supplement***” means the compilation of agreements, documents and forms of agreements, documents, schedules, and exhibits to the Plan that will be filed by the Company with the Bankruptcy Court and be consistent in all respects with this Agreement.

(ww) “***Restructuring Term Sheet***” has the meaning set forth in the Preamble.

(xx) “***Restructuring Transaction***” has the meaning set forth in the Preliminary Statements.

(yy) “***RSA Supporting Creditors***” has the meaning set forth in the Preamble.

(zz) “***SEC***” means the Securities and Exchange Commission.

(aaa) “***Solicitation Materials***” means the solicitation materials in respect of the Plan.

(bbb) “***Subsidiary***” means, as to any Person, any other Person of which a majority of the outstanding voting securities or other voting Equity Interests are owned, directly or indirectly, by such Person.

(ccc) “***Support Effective Date***” has the meaning set forth in Section 10.

(ddd) “***Support Period***” means, with reference to any Party, the period commencing on the Support Effective Date and ending on the earlier of (i) the Effective Date; and (ii) the date on which this Agreement is terminated with respect to such Party in accordance with Section 6 hereof.

(eee) “***Supporting Creditors***” has the meaning set forth in the Preamble.

(fff) “**Supporting Creditor Termination Event**” has the meaning set forth in Section 6(a).

(ggg) “**Supporting Creditor Termination Notice**” has the meaning set forth in Section 6(a).

(hhh) “**Tax**” or “**Taxes**” means (a) all federal, local or foreign taxes, charges, fees, imposts, levies or other assessments, including all income, gross receipts, escheat, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property and estimated taxes, customs duties, fees, assessments and charges of any kind whatsoever imposed by a governmental authority; and (b) all interest, penalties, fines, additions to tax or additional amounts imposed by any Tax Authority in connection with any item described in clause (a).

(iii) “**Tax Authority**” means the Internal Revenue Service and any state, local, or foreign government, agency or instrumentality, charged with the administration of any applicable law relating to Taxes.

(jjj) “**Termination Event**” means a Kayne Supporting Creditor Termination Event, Supporting Creditor Termination Event or a Company Termination Event.

(kkk) “**Transfer**” has the meaning set forth in Section 4(c).

(lll) “**Transferee**” has the meaning set forth in Section 4(c).

Unless otherwise specified, references in this Agreement to any Section or clause refer to such Section or clause as contained in this Agreement. The words “**herein**,” “**hereof**,” and “**hereunder**” and other words of similar import in this Agreement refer to this Agreement as a whole, and not to any particular Section or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter genders. The words “**including**,” “**includes**,” and “**include**” shall each be deemed to be followed by the words “**without limitation**.”

Section 2. *Restructuring Term Sheet.*

The terms and conditions of the Restructuring Transaction are set forth in the Restructuring Term Sheet. In the event of any inconsistencies between the terms of this Agreement and the Restructuring Term Sheet, the terms of the Restructuring Term Sheet shall govern.

Section 3. *[reserved]*

Section 4. *Commitments of the Supporting Creditors.*

(a) *Affirmative Covenants.* Subject to the terms and conditions hereof, for the duration of the Support Period, each Supporting Creditor shall:

(i) negotiate in good faith the Definitive Documentation, which shall be (A) in form and substance consistent in all respects with this Agreement and the Restructuring Term Sheet, and (B) otherwise reasonably acceptable to the Company and the Kayne Supporting Creditors;

(ii) consent to those actions contemplated by this Agreement or otherwise required to be taken to effectuate the Restructuring Transaction, including entering into all documents and agreements necessary to consummate the Restructuring Transaction;

(iii) support and take all commercially reasonable actions necessary or reasonably requested by the Company to facilitate entry of the DIP Financing Orders, the Disclosure Statement Order, and the Confirmation Order; and

(iv) support the Restructuring and timely vote, when properly solicited to do so under applicable law, all of such Supporting Creditor's Claims against the Company now or hereafter owned by such Supporting Creditor (or for which such Supporting Creditor now or hereafter has voting control over) in favor of the Plan (and not withdraw or revoke its vote with respect to the Plan); provided that, such vote may be revoked (and, upon such revocation, deemed void *ab initio*) by any Supporting Creditor at any time following the termination of this Agreement (or if this Agreement is amended in a manner that could adversely affect such Supporting Creditor);

(b) *Negative Covenants.* Subject to the terms and conditions hereof, for the duration of the Support Period, each Supporting Creditor shall not:

(i) (A) take any action inconsistent with the transactions expressly contemplated by this Agreement; (B) in the case of the Bridge Notes, declare an event of default under the Bridge Notes Purchase Agreement or accelerate the Bridge Notes; or (C) exercise any right or remedy for the enforcement, collection, or recovery of any Claim against the Company except in a manner consistent with this Agreement, the Restructuring Term Sheet, the DIP Financing Order or the Plan, as applicable; and

(ii) (A) object to, delay, impede, or take any other action that would materially interfere with, delay, or postpone acceptance, confirmation, or implementation of the Plan and the Restructuring Transaction; (B) be a plan proponent under section 1121(c) of the Bankruptcy Code (as identified in accordance with Federal Rule of Bankruptcy Procedure 3016(a)) for, or submit or vote its Claims for, any Alternative Proposal or (C) otherwise take any action that would, or is intended to, in any material respect interfere with, delay or postpone the consummation of the Restructuring Transaction.

Subject in all respects to applicable intercreditor agreements among the parties thereto, nothing in this Agreement shall prohibit any Supporting Creditor from (x) appearing as a party-in-interest in any matter arising in the Chapter 11 Cases, (y) taking or directing any action to be taken relating to maintenance, protection, or preservation of any collateral, and (z) enforcing any right, remedy, condition, consent, or approval requirement under this Agreement or any Definitive Documentation entered into in connection with the Restructuring Transaction; provided that, in each case, any such action is not inconsistent with such Supporting Creditor's obligations hereunder.

(c) *Transfers*. Each Supporting Creditor agrees that, for the duration of the Support Period, such Supporting Creditor shall not sell, transfer, loan, issue, pledge, hypothecate, assign, grant, encumber, or otherwise dispose of (including by participation), directly or indirectly, in whole or in part, including to an Affiliate, any Claims against the Fallbrook Parties now or hereafter beneficially owned by such Supporting Creditor or for which it now or hereafter serves as the nominee, investment manager, or advisor for beneficial holders, as applicable, or any option thereon or any right or interest therein (including granting any proxies, depositing any such Claims into a voting trust, or entering into a voting agreement with respect to any such Claims) (collectively, a "*Transfer*"), unless the transferee of such Claims (the "*Transferee*") either (A) in the case of Transfers consisting of pledges or hypothecations, is a lender, a trustee, or an agent under such Supporting Creditor's credit arrangements and such pledge or hypothecation does not include voting rights and will not otherwise interfere with such Supporting Creditor's performance of its obligations hereunder; (B) is a Supporting Creditor; or (C) if such Transferee is not a Supporting Creditor, prior to the effectiveness of such Transfer, such Transferee agrees in writing, for the benefit of the Parties, to become a Supporting Creditor and to be bound by all of the terms of this Agreement applicable to a Supporting Creditor (including with respect to any and all Claims the Transferee already may then or subsequently own or control) by executing a joinder agreement, substantially in the form attached hereto as **Exhibit C** (each, a "*Joinder Agreement*"), and by delivering an executed copy thereof to the Company (in accordance with the notice provisions set forth in Section 20 hereof and prior to the effectiveness of such Transfer), in which event (x) the Transferee shall be deemed to be a Supporting Creditor hereunder with respect to all of its owned or controlled Claims and (y) from and after the delivery of such executed copy of such Joinder Agreement to the Company (in accordance with the notice provisions set forth in Section 20 hereof and prior to the effectiveness of such Transfer), the transferor Supporting Creditor shall be deemed to relinquish its rights, and be released from its obligations, under this Agreement to the extent of the transferred Claims; provided, that in no event shall any such Transfer relieve a Party hereto from liability for its breach or non-performance of its obligations hereunder prior to the date of delivery of such Joinder Agreement; and provided, further, that each Supporting Creditor agrees that, if it has transferred some or all of the Claims and such Transferee is not authorized to vote any and all such Claims under Applicable Law, such Transferor shall vote such Claims on behalf of such Transferee in a manner consistent with this Agreement and the obligations under Sections 4(a) and (b) hereof. Each Supporting Creditor agrees that any Transfer of any Claims

that does not comply with the terms and procedures set forth herein shall be deemed void *ab initio*, and the Company and each other Supporting Creditor shall have the right to enforce the voiding of such Transfer and the terms hereof.

Section 5. *Covenants of the Company.*

(a) *Affirmative Covenants.* Subject to the terms and conditions hereof, The Company agrees that, for the duration of the Support Period, the Company shall:

(i) support and, subject to all necessary Bankruptcy Court approvals, consummate the Restructuring Transaction and all transactions contemplated under this Agreement in accordance with the Milestones; including commencing the Chapter 11 Cases;

(ii) negotiate in good faith the Definitive Documentation, which shall be (A) in form and substance consistent in all material respects with this Agreement, and (B) except as otherwise provided herein, reasonably acceptable to the Company and the Kayne Supporting Creditors;

(iii) use its reasonable best efforts to (A) timely file a formal written response in opposition to any objection filed with the Bankruptcy Court by any Person with respect to entry of the DIP Financing Order (or with respect to any adequate protection proposed to be granted or granted to the DIP Lenders pursuant to the DIP Financing Order or the Confirmation Order), or the Confirmation Order; (B) prosecute and defend any appeals related to the DIP Financing Order, the or the Confirmation Order; (C) support and consummate the Restructuring Transaction in accordance with this Agreement; and (D) execute and deliver any other required agreements to effectuate and consummate the Restructuring Transaction;

(iv) provide prompt written notice (in accordance with Section 20 hereof) to the Supporting Creditors during the Support Period of (A) becoming aware of the occurrence of a Termination Event, (B) the occurrence, or failure to occur, of any event of which the Company has actual knowledge which occurrence or failure would be likely to cause (1) any covenant of any Fallbrook Party contained in this Agreement not to be satisfied in any material respect, or (2) any condition precedent contained in the Plan not to timely occur or become impossible to satisfy, (C) becoming aware of any third party alleging that the consent of such party is or may be required in connection with the transactions contemplated by the Restructuring Transaction, (D) becoming aware of any proceeding commenced, or, to the actual knowledge of the Company, threatened against the Company, relating to or involving or otherwise affecting in any material respect transactions contemplated by the Restructuring Transaction, (E) becoming aware of any person that has challenged the validity or priority of, or has sought to avoid, any lien securing the Existing Notes or Bridge Notes (except for a pleading filed with the Bankruptcy Court), (F) material developments,

negotiations, or proposals relating to any material contracts or any case or controversy that may be commenced against the Company that would reasonably be expected to materially impede or prevent consummation of the Restructuring Transaction, or (G) any failure of the Company to comply, in any material respect, with or satisfy any covenant, condition or agreement to be complied with or satisfied by it hereunder;

(v) act in good faith and use reasonable best efforts to support and complete successfully a solicitation of the Plan in accordance with the terms of this Agreement and the transactions contemplated by the Restructuring Term Sheet and this Agreement;

(vi) timely file a formal objection to any motion filed with the Bankruptcy Court seeking the entry of an order (A) modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization, (B) directing the appointment of an examiner with expanded powers or a trustee, (C) converting the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code, (D) dismissing the Chapter 11 Cases or (E) for relief that (x) is inconsistent with this Agreement in any material respect or (y) would, or would reasonably be expected to, frustrate the purposes of this Agreement, including by preventing the consummation of the Restructuring Transaction;

(vii) use its reasonable best efforts to obtain any and all required third-party approvals of the Restructuring Transaction, including, without limitation, any and all required governmental, regulatory, licensing, Bankruptcy Court, or other approvals (including, without limitation, any necessary third-party consents) necessary to implement and/or consummate the Restructuring Transaction;

(viii) use its reasonable best efforts to lift or otherwise reverse the effect of any injunction or other order or ruling of a court or regulatory body that would impede the consummation of a material aspect of the Restructuring Transaction;

(ix) operate its business in the ordinary course consistent with past practice and the operations contemplated pursuant to the Company's business plan (as may be updated from time to time in consultation with the Kayne Supporting Creditors) taking into account the Restructuring Transaction and the commencement and pendency of the Chapter 11 Cases, and otherwise preserve its businesses and assets;

(x) unless the Company obtains the prior written consent of a Supporting Creditor: (A) use the information regarding any Claims owned at any time by such Supporting Creditor (the "**Confidential Claims Information**") solely in connection with this Agreement (including any disputes relating thereto); and (B) except as required by law, rule, or regulation or by order of a court or as requested or required by the SEC or by any other regulatory, judicial, governmental, or supervisory authority or body, keep the Confidential Claims

Information strictly confidential and not disclose the Confidential Claims Information to any other Person; provided, however, that the Company may combine the Confidential Claims Information provided to the Company by a Supporting Creditor with the corresponding data provided to the Company by the other Supporting Creditors and freely disclose such combined data on an aggregate basis. In the event that the Company is required (by law, rule, regulation, deposition, interrogatories, requests for information or documents in legal or administrative proceedings, subpoena, civil investigative demand or other similar process, or by any governmental, judicial, regulatory, or supervisory body) to disclose the Confidential Claims Information or the contents thereof, the Company shall, to the extent legally permissible, provide affected Supporting Creditors with prompt notice of any such request or requirement so that such Supporting Creditors may, at such Supporting Creditor's expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this section. If, in the absence of a protective order or other remedy or the receipt of a waiver from a Supporting Creditor, the Company believes that it is nonetheless, following consultation with counsel, required to disclose the Confidential Claims Information, the Company may disclose only that portion of the Confidential Claims Information that it believes, following consultation with counsel, it is required to disclose, provided that it exercises reasonable best efforts to preserve the confidentiality of the Confidential Claims Information, including, without limitation, by, if appropriate, marking the Confidential Claims Information "Confidential – Attorneys' Eyes Only" and by reasonably cooperating with the affected Supporting Creditor, at the Supporting Creditor's own expense, to obtain an appropriate protective order or other reliable assurance that confidential and attorneys' eyes only treatment will be accorded the Confidential Claims Information. In no event shall this Agreement be construed to impose on a Supporting Creditor an obligation to disclose the price for which it acquired or disposed of any Claim. Notwithstanding anything to the contrary herein, this Agreement and any Joinder Agreement (i) may be filed with the Bankruptcy Court and any public filing of this Agreement and any Joinder Agreement which includes executed signature pages to this Agreement and any Joinder Agreement shall include such signature pages only in redacted form with respect to the holdings of each Supporting Creditor (provided that the holdings disclosed in such signature pages may be filed in unredacted form with the Bankruptcy Court under seal), (ii) Confidential Claim Information shall not include information that was in the possession of the Company before being provided hereunder, (iii) it is understood that the Company may file Confidential Claims Information in routine filings with the Bankruptcy Court, such as creditor lists, and information disclosed on schedules and statements and the like, without providing advance notice to any creditor or seeking a protective order in the ordinary course of administering its bankruptcy case. The Company's obligations under this Section 5(a)(x) shall survive termination of this Agreement.

(b) *Negative Covenants of the Company.* Subject to the terms and conditions hereof, for the duration of the Support Period, the Company shall not, without the prior written consent of the Kayne Supporting Creditors (which may be by email), take any of the following actions (except that, if the Company receives a proposal that it believes in good faith, after consultation with its legal and financial advisors, is reasonably likely to result in an Alternative Proposal and the failure to pursue such proposal would reasonably be expected to be inconsistent with its fiduciary duties under applicable law, the Company may pursue such proposal and take all actions reasonably necessary to effect such proposal if it becomes an Alternative Proposal):

(i) take any action to solicit, initiate, encourage, or assist the submission or development of an Alternative Proposal. If the Company receives a proposal or expression of interest in undertaking an Alternative Proposal, the Company shall promptly notify the Supporting Creditor Professionals of the receipt of such proposal or expression of interest, with such notice to include the identity of the Person or group of Persons involved as well as the terms of such Alternative Proposal, as well as a written copy of such Alternative Proposal, if available;

(ii) accept any Alternative Proposal that does not (A) provide for the payment in full of the DIP Facility and (B) provide greater overall value to the Company's bankruptcy estates and greater recoveries to their creditors than those contemplated by this Agreement;

(iii) (A) publicly announce its intention not to pursue the Restructuring Transaction; (B) suspend or revoke the Restructuring Transaction; or (C) execute any agreements, instruments, or other documents (including any modifications or amendments to any Definitive Documentation necessary to effectuate the Restructuring Transaction) that, in whole or in part, are not consistent with this Agreement, or are not otherwise reasonably acceptable to the Kayne Supporting Creditors;

(iv) take or fail to take any actions that violate this Agreement or are inconsistent with, or that are intended or are reasonably likely to interfere with, this Agreement, the Restructuring Term Sheet, the DIP Facility, the Plan and any other related documents executed by the Company;

(v) take or fail to take any actions outside the ordinary course of business that would have a material adverse effect on Supporting Creditors' recoveries under the Restructuring Term Sheet;

(vi) modify, amend, supplement or file any pleading seeking authority to modify, amend or supplement the Definitive Documents or any other document related to the DIP Facility, the Plan or the Restructuring Transaction in a manner that is inconsistent with this Agreement or the Restructuring Term Sheet;

(vii) (A) redeem, purchase or acquire, or offer to acquire any shares of, or any options, warrants, conversion privileges, or rights of any kind to acquire any of its Equity Interests, or (B) issue, sell, pledge, dispose of, or grant or incur any encumbrance on, any shares of, or any options, warrants, conversion privileges, or rights of any kind to acquire any of its Equity Interests;

(viii) (A) split, combine or reclassify any outstanding shares of its Equity Interests, or (B) make, declare, set aside or pay any dividend or other distributions in respect of any of its Equity Interests;

(ix) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization;

(x) amend, modify, supplement or terminate any employee benefit, welfare or pension plan or enter into any contract that would constitute an employee benefit, welfare or pension plan;

(xi) other than as required by the Restructuring Term Sheet or the Plan, amend or propose to amend its respective certificate or articles of incorporation, bylaws, or comparable organizational documents;

(xii) enter into any transaction, or proposed settlement of any claim, litigation, dispute, controversy, cause of action, proceeding, appeal, determination, investigation, matter or otherwise, except, in each case, in the ordinary course consistent with past company or industry practice and the operations contemplated pursuant to the Company's business plan, that will impair the Company's ability to consummate the Restructuring Transaction or materially impair the value that the Company is committing to provide the First Lien Creditors' Claims in accordance with this Agreement;

(xiii) pay or make any payment, transfer, or other distribution (whether in cash, securities, or other property) of or in respect of principal of or interest on any funded indebtedness of the Company that either (A) is expressly subordinate in right of payment to the First Lien Creditors' Claims or (B) secured by an interest in collateral, which interest is subordinate in priority to that securing any of the First Lien Creditors' Claims, or any payment or other distribution (whether in cash, securities, or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation, or termination in respect of any such funded indebtedness that is not contemplated by the Restructuring Term Sheet;

(xiv) file, support, amend or modify the Plan in a way that adversely impacts or materially impairs the Company's ability to provide the treatment of the First Lien Creditors' Claims as contemplated by this Agreement, or contains terms that are not acceptable to the Kayne Supporting Creditors;

(xv) enter into any other agreement (including, without limitation, a restructuring support agreement or settlement agreement) with any creditor, equity holder, ad hoc committee or group of creditors or equity holders, or official committee of creditors or equity holders outside of the ordinary course of business, unless acceptable to the Kayne Supporting Creditors in their sole discretion; and

(xvi) approve, authorize or agree (orally or in writing) to take any of the actions identified above.

(c) *Tax Matters.* The Company agrees that the Tax structure of the Restructuring Transaction, including the utilization or preservation of any Tax attributes or benefits (by election or otherwise) shall be determined by agreement of the Company and the Kayne Supporting Creditors.

(d) *Professional Fees.* The Company agrees to pay all the reasonable and documented fees and expenses, subject to the terms of any applicable reimbursement letter, of Willkie Farr & Gallagher LLP and Richards, Layton & Finger, P.A. as legal advisors to the Kayne Supporting Creditors (collectively, the “**Supporting Creditor Professionals**”).

(e) *Automatic Stay.* The Company acknowledges and agrees and shall not dispute that after the Petition Date, the termination of this Agreement and the giving of notice of termination by any Party pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and each Fallbrook Party hereby waives, to the fullest extent permitted by Applicable Law, the applicability of the automatic stay to the giving of such notice).

Section 6. *Termination of Agreement.*

(a) *Kayne Supporting Creditor Termination Events.* Upon written notice (“**Kayne Supporting Creditor Termination Notice**”) from the Existing Notes Collateral Agent, on behalf of the Kayne Supporting Creditors, delivered in accordance with Section 20 hereof, the Kayne Supporting Creditors may terminate this Agreement, solely with respect to the Kayne Supporting Creditors, at any time after the occurrence, and during the continuation, of any of the following events (each, a “**Kayne Supporting Creditor Termination Event**”):

(i) the Company fails to comply with, satisfy or achieve the following deadlines (each of which may be extended to a later date to which the Kayne Supporting Creditors, agree in writing) (the “**Milestones**”):

(A) At 11:59 p.m. prevailing Eastern Time on February 28, 2018 unless the Company commenced the Chapter 11 Cases.

(B) At 11:59 p.m. prevailing Eastern Time on the date (x) that is five (5) Business Days after the Petition Date if the Bankruptcy Court has not entered the DIP Financing Order on an interim basis and (y) that is thirty-five (35) calendar days after the Petition Date if the Bankruptcy Court has not entered the DIP Financing Order on a final basis.

(C) [*reserved*]

(D) At 11:59 p.m. prevailing Eastern Time on the date that is 22 days after the Petition Date (the “**Plan Filing Deadline**”) unless the Company has filed the Plan and the Disclosure Statement.

(E) At 11:59 p.m. prevailing Eastern Time on the date that is 64 days after the Petition Date, if the Bankruptcy Court has not entered the Disclosure Statement Order.

(F) The Company withdraws the Plan or Disclosure Statement, or the Company files any motion or pleading with the Bankruptcy Court (including the Confirmation Order) that is not consistent with this Agreement, the Restructuring Term Sheet or the Plan and such motion or pleading has not been withdrawn prior to the earlier of (i) three (3) Business Days after the Company receives written notice from a Supporting Creditor (in accordance with Section 20) that such motion or pleading is inconsistent with this Agreement, the Restructuring Term Sheet or the Plan and (ii) entry of an order of the Bankruptcy Court approving such motion or pleading.

(G) At 11:59 p.m. prevailing Eastern Time on the date that is 106 days after the Petition Date, if the Bankruptcy Court has not entered the Confirmation Order.

(H) At 11:59 p.m. prevailing Eastern Time on the date that is 121 days after the Petition Date, if the Effective Date has not occurred.

(I) the earlier of July 15, 2018 and fifteen (15) calendar days after entry of the Confirmation Order (the “**Outside Date**”); unless prior thereto the Effective Date has occurred.

(J) If any of the Milestones set forth in (A) through (I) above are not met (the earliest such date, the “**Sale Trigger Date**”), the Kayne Supporting Creditors may waive such default and may require the following additional Milestones to apply:

(1) At 11:59 p.m. prevailing Eastern Time on the date that is 12 days after the Sale Trigger Date, if the Debtors and the Kayne Supporting Creditors have not executed a

purchase agreement for the sale of substantially all assets of the Debtors, in form and substance satisfactory to the Kayne Supporting Creditors.

(2) At 11:59 p.m. prevailing Eastern Time on the date that is 14 days after the Sale Trigger Date, if the Debtors have not filed a motion seeking approval of the sale and bidding procedures, in form and substance satisfactory to the Kayne Supporting Creditors.

(3) At 11:59 p.m. prevailing Eastern Time on the date that is 25 days after the filing of the motion seeking approval of the sale and bidding procedures, if the Bankruptcy Court has not entered an order approving the bidding procedures (the "***Bid Procedures Order***"), in form and substance satisfactory to Kayne.

(4) At 11:59 p.m. prevailing Eastern Time on the date that is 60 days after the Sale Trigger Date, if the Debtors have not conducted an auction pursuant to the Bid Procedures Order, if necessary.

(5) At 11:59 p.m. prevailing Eastern Time on the date that is 65 days after the Sale Trigger Date, if the Bankruptcy Court shall enter an order approving the sale of substantially all of the Debtors assets, in form and substance satisfactory to the Kayne Supporting Creditors.

(6) At 11:59 p.m. prevailing Eastern Time on the date that is 83 days after the Sale Trigger Date, if the closing date of the sale has not occurred.

(ii) The breach in any material respect by the Company of any of their respective covenants, obligations, representations, or warranties contained in this Agreement or in any of the Definitive Documents, and, to the extent such breach is curable, such breach remains uncured for a period of five (5) Business Days from the date the Company receives a Kayne Supporting Creditor Termination Notice.

(iii) Any of the Definitive Documentation (including any amendment or modification thereof) filed with the Bankruptcy Court, or otherwise finalized or effective, contains terms and conditions inconsistent with this Agreement and such defect remains uncured for five (5) Business Days after the Kayne Supporting Creditors delivers written notice of such inconsistency to the Company.

(iv) The acceleration of the obligations or termination of commitments under the DIP Facility.

Notwithstanding any provision in this Agreement to the contrary, if any Milestone is extended pursuant to this Agreement prior to or upon such date and such later date agreed to in lieu thereof shall be of the same force and effect as the date provided herein.

(b) *Supporting Creditor Termination Events.* Upon written notice (“**Supporting Creditor Termination Notice**”) from a Supporting Creditor delivered in accordance with Section 20 hereof, such Supporting Creditor may terminate this Agreement, solely with respect to such terminating Supporting Creditor, at any time after the occurrence, and during the continuation, of any of the following events (each, a “**Supporting Creditor Termination Event**”):

(i) The Kayne Supporting Creditors terminate this Agreement in respect of a Kayne Supporting Creditor Termination Event.

(ii) The breach by the Company of the covenant contained in Section 5(b)(xv).

(iii) The Company files any motion for the (A) conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (B) appointment of an examiner, a trustee or receiver in one or more of the Chapter 11 Cases or (C) dismissal of any of the Chapter 11 Cases.

(iv) An examiner, receiver or a trustee shall have been appointed in any of the Chapter 11 Cases or if any of the Chapter 11 Cases shall have been converted to cases under chapter 7 of the Bankruptcy Code or any of the Chapter 11 Cases have been dismissed by order of the Bankruptcy Court.

(v) Any Fallbrook Party’s exclusive right to file a Chapter 11 plan pursuant to section 1121 of the Bankruptcy Code has been terminated.

(vi) The Bankruptcy Court grants relief that (i) is inconsistent with this Agreement in any material respect or (ii) would, or would reasonably be expected to, materially frustrate the purposes of this Agreement, including by preventing the consummation of the Restructuring Transaction, unless the Company has sought a stay of such relief within three (3) business days after the date of such issuance, and such order is stayed, reversed or vacated within ten (10) business days after the date of such issuance.

(vii) The Company files, propounds, publicly announces or otherwise supports any plan of reorganization, liquidation, sale or other transaction other than the Plan or the Restructuring Transaction.

(viii) Any Fallbrook Party files any motion or application seeking authority to sell all or a material portion of its assets.

(ix) On the date that an order is entered by the Bankruptcy Court or a court of competent jurisdiction denying confirmation of the Plan or refusing to approve the Disclosure Statement.

(x) Any amendment, modification or supplement is made to this Agreement in a manner inconsistent with Section 9 of this Agreement, without the prior written consent of the requisite Supporting Creditors set forth in Section 9.

(xi) The issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any ruling, judgment or order enjoining the consummation of or rendering illegal the Plan or the Restructuring Transactions, which ruling, judgment or order has not been not stayed, reversed or vacated within ten (10) Business Days after such issuance.

(xii) After the date of this Agreement, any event, change, condition or matter that, individually or in the aggregate is, or would reasonably be expected to be, materially adverse to, or result in a material adverse effect to the operation, results of operations or financial condition of the Company, taken as a whole, or which materially impairs the ability of the Company to perform its obligations under this Agreement or has a material adverse effect on or would reasonably be expected to prevent or materially delay the consummation of the transactions contemplated hereby (a "**Material Adverse Change**"); provided, however, that in determining whether there has been a Material Adverse Change, any effect to the extent attributable to any of the following shall be disregarded (subject to the qualification of disproportionality set forth in the last provision of this definition): (i) with respect to the Company, (A) any change in the general condition of the U.S. or global economy and the credit, debt, financial or capital markets or changes in interest or exchange rates, (B) changes in conditions generally affecting any of the industries in which the business operates, (C) changes or proposed changes in applicable Law or GAAP or in the interpretation or enforcement thereof, (D) any failure by the business to meet any internal or external estimates, expectations, budgets, projections or forecasts or the financial condition of any Fallbrook Party or any changes thereof (but not the underlying causes of such failure, condition or change unless such underlying causes would otherwise be excepted from this definition), (ii) the announcement of this Agreement or the transactions contemplated hereby in accordance with the terms hereof, (iii) the filing by Fallbrook Parties of the Chapter 11 Cases, and (iv) any action (A) required to be taken by the Fallbrook Parties or their Subsidiaries pursuant to this Agreement, (B) taken by the Fallbrook Parties or their Subsidiaries at the written request or with the written consent of the Kayne Supporting Creditors in accordance with the terms hereof, or (C) omitted to be taken due to the Supporting Creditors' failure to grant consent to such action; except, with respect to the foregoing clause (i)(A) through clause (i)(C), to the

extent such event, change, condition or matter has or would reasonably be expected to have a disproportionate effect on the Fallbrook Parties and their Subsidiaries (taken as a whole) relative to other businesses operating in the industry in which the Fallbrook Parties and their Subsidiaries operate.

(c) *Company Termination Events.* The Company may terminate this Agreement upon written notice (“*Company Termination Notice*”) delivered in accordance with Section 20 hereof, upon the occurrence, and during the continuation, of any of the following events (each, a “*Company Termination Event*”):

(i) The breach in any material respect by the Kayne Supporting Creditors, of any of their covenants, obligations, representations, or warranties contained in this Agreement, which breach remains uncured for a period of five (5) Business Days from the date the Kayne Supporting Creditors receive a Company Termination Notice.

(ii) The Company receives and determines to accept an Alternative Proposal in an exercise of its fiduciary duties.

(iii) The issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling, judgment or order enjoining the consummation of or rendering impermissible a material portion of the Restructuring Transaction, which ruling, judgment or order has not been stayed, reversed or vacated within twenty (20) Business Days after such issuance.

(iv) The board of directors of the Company (the “*Board*”) determines in good faith that continued performance under this Agreement would be inconsistent with the exercise of its fiduciary duties under Applicable Law, including because such fiduciary obligations require the Board to direct the acceptance of a proposal for an alternative transaction that provides for a higher recovery to the Company’s creditors than the Plan.

(v) At 11:59 p.m. prevailing Eastern Time on the date (x) that is five (5) Business Days after the Petition Date if the Bankruptcy Court has not entered the DIP Financing Order on an interim basis and (y) that is thirty-five (35) calendar days after the Petition Date if the Bankruptcy Court has not entered the DIP Financing Order on a final basis.

(vi) [*reserved*]

(vii) The class of First Lien Creditors votes against the Plan.

(viii) Any lender under the DIP Facility to the Company fails to honor or terminates its commitments to provide financing or the agent or any lender declares an event of default thereunder.

(ix) On the date that an order is entered by the Bankruptcy Court or a court of competent jurisdiction denying confirmation of the Plan or refusing to approve the Disclosure Statement.

(x) At 11:59 p.m. prevailing Eastern Time on the date that is 15 calendar days after entry of the Confirmation Order, if the Effective Date has not occurred, and if such failure of the Effective Date to occur is not caused by any action or inaction of the Fallbrook Parties.

(xi) On or after July 15, 2018.

(d) *Mutual Termination.* This Agreement may be terminated by mutual written agreement among the Company and the Kayne Supporting Creditors.

(e) *Automatic Termination.* This Agreement shall automatically terminate on the Effective Date.

Section 7. *Good Faith Cooperation; Further Assurances.* Each Party hereby covenants and agrees to cooperate with each other in good faith in connection with, and shall exercise commercially reasonable best efforts with respect to, the pursuit, approval, implementation and consummation of the Restructuring Transaction, as well as the negotiation, drafting, execution and delivery of the Definitive Documents. Furthermore, subject to the terms hereof, each of the Parties shall take such action as may be reasonably necessary or reasonably requested by the other Parties to carry out the purposes and intent of this Agreement, and shall refrain from taking any action that would frustrate the purposes and intent of this Agreement.

Section 8. *Representations and Warranties.*

(a) Each Party, severally as to itself only (and not jointly), represents and warrants to the other Parties that the following statements are true and correct as of the date hereof (or as of the date a Party becomes a party hereto):

(i) Each Party is validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, has all requisite corporate, partnership, limited liability company, or similar power and authority to enter into this Agreement and perform its obligations under, and carry out the Restructuring Transactions, and the execution and delivery of this Agreement by such Party and the performance of such Party's obligations under this Agreement have been duly authorized by all necessary corporate, limited liability company, partnership, or other similar action on its part;

(ii) the execution, delivery and performance by such Party of this Agreement does not and will not, as applicable, (A) violate Applicable Law relevant to it or any of its Subsidiaries or its charter or bylaws (or other similar governing documents), or those of any of its Subsidiaries; or (B) conflict with,

result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contract to which it or any of its Subsidiaries is a party, other than breaches that arise from (1) the commencement or filing of a voluntary or involuntary petition under any bankruptcy, insolvency or debtor relief laws of any jurisdiction or (2) any agreement to (i) enter into or commence any bankruptcy, insolvency proceeding or any proceeding under any debtor relief laws, in each case, of any jurisdiction or (ii) compromise debts;

(iii) The execution, delivery and performance by such Party of this Agreement does not and will not require any material registration or filing with, consent or approval of, or notice to, or other action, with or by, any federal, state or governmental authority or regulatory body, except such filings as may be necessary or required by the SEC or other securities regulatory authorities under Applicable Law; and

(iv) This Agreement is the legally valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by Applicable Law relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

(b) Each Supporting Creditor, severally as to itself only (and not jointly), represents and warrants that, as of the date hereof (or as of the date such Supporting Creditor becomes a party hereto):

(i) it is the sole beneficial owner of the Claims, as applicable, set forth below its name on the signature page hereof (or below its name on the signature page of a Joinder Agreement for any Supporting Creditor that becomes a party hereto after the date hereof), and/or has, with respect to the beneficial owners of such Claims, (A) full power and authority to vote on, and consent to, matters concerning such Claims and to exchange, assign, and Transfer such Claims; or (B) full power and authority to bind, or act on behalf of, such beneficial owners holding full power and authority to vote on, and consent to matters concerning such Claims;

(ii) it has made no prior assignment, sale, participation, grant, encumbrance, conveyance, or other Transfer of, and has not entered into any other agreement to assign, sell, participate, grant, encumber, convey, or otherwise Transfer, in whole or in part, any portion of its right, title, or interests in any Claims or any voting or other rights associated therewith that is inconsistent with the representations and warranties of such Supporting Creditor herein or would render such Supporting Creditor otherwise unable to comply with this Agreement and perform its obligations hereunder;

(iii) other than pursuant to this Agreement, the Claims set forth below its signature hereto are free and clear of any pledge, lien, security interest, charge, encumbrance, claim, equity, option, proxy, voting restriction, right of first refusal,

or other limitation on disposition or encumbrance of any kind, that would adversely affect in any way such Supporting Creditor's performance of its obligations contained in this Agreement at the time such obligations are required to be performed;

(iv) it holds or beneficially owns no Claims that have not been set forth on the signature page hereof (or below its name on the signature page of a Joinder Agreement for any Supporting Creditor that becomes a party hereto after the date hereof).

(c) No Other Representations. Except for the representations and warranties contained in this Agreement, no such Supporting Creditor nor any other Person makes any representation or warranty, express or implied, on behalf of such Supporting Creditor.

Section 9. *Amendments and Waivers*. Except as otherwise expressly set forth herein, this Agreement, the Restructuring Term Sheet and the Definitive Documents, including any exhibits or schedules hereto or thereto, may not be waived, modified, amended or supplemented except in a writing signed by the Company, the Kayne Supporting Creditors; provided that any such waiver, modification, amendment or supplement that would disproportionately affect or be materially adverse to a Supporting Creditor shall require the consent in a writing signed by such Supporting Creditor. Notwithstanding the foregoing, the Company may amend, modify or supplement the Plan, from time to time, without the consent of any Supporting Creditor, in order to cure any ambiguity, defect (including any technical defect) or inconsistency; provided, that any such amendments, modifications or supplements do not adversely affect the rights, interests or treatment of such Supporting Creditors under the Plan.

Section 10. *Effectiveness*. This Agreement shall become effective and binding upon each Party upon the delivery of duly authorized and executed signature pages hereto by (a) the Fallbrook Parties; and (b) the Supporting Creditors (the "**Support Effective Date**").

Section 11. *GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL*. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ANY CONFLICTS OF LAW PROVISIONS WHICH WOULD REQUIRE THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ANY LEGAL ACTION, SUIT, DISPUTE, OR PROCEEDING ARISING UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT IN THE DISTRICT OR BANKRUPTCY COURTS LOCATED IN THE DISTRICT OF DELAWARE AND THE PARTIES HERETO IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTIONS AS TO VENUE OR INCONVENIENT FORUM. EACH PARTY

IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 12. *Specific Performance/Remedies.* Subject to the Parties' termination rights provided herein, each Party hereto recognizes and acknowledges that a breach by it of any covenants or agreements contained in this Agreement will cause other Parties to sustain damages for which such Parties would not have an adequate remedy at law for money damages, and therefore each Party agrees that in the event of any such breach, in addition to any other remedy to which such nonbreaching Party may be entitled, at law or in equity, such nonbreaching Party shall be entitled, to the extent available, to the remedy of specific performance of such covenants, including without limitation, to seek the order of any court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder. Each Party agrees to waive any requirement for the securing or posting of a bond in connection with such remedy.

Section 13. *[reserved]*

Section 14. *Survival.* Notwithstanding the termination of this Agreement pursuant to Section 6, Section 11, Section 12, Section 14-Section 17, and Section 21-Section 24 shall survive such termination and shall continue in full force and effect in accordance with the terms hereof; provided, that any liability of a Party for failure to comply with the terms of this Agreement shall survive such termination.

Section 15. *Successors and Assigns; Severability; Several Obligations.* This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, assigns, heirs, executors, administrators, and representatives; provided, however, that nothing contained in this Section 15 shall be deemed to permit sales, assignments, or other Transfers of Claims. If any provision of this Agreement, or the application of any such provision to any Person or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect; provided, however, that nothing in this Section 15 shall be deemed to amend, supplement, or otherwise modify, or constitute a waiver of, any Kayne Supporting Creditor Termination Event, Supporting Creditor Termination Event or any Company Termination Event.

Section 16. *No Third-Party Beneficiaries.* Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other Person shall be a third-party beneficiary hereof.

Section 17. *Prior Negotiations; Entire Agreement.* This Agreement, including the exhibits and schedules hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior negotiations, except that the Parties acknowledge that any confidentiality agreements (if any) heretofore

executed between the Company and any Supporting Creditor shall continue in full force and effect.

Section 18. *Headings.* The headings of the sections, paragraphs, and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

Section 19. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement may be delivered by facsimile, e-mail, or otherwise, which shall be deemed to be an original for the purposes of this Section 19. Without in any way limiting the provisions hereof, additional Supporting Creditors may elect to become Parties by executing and delivering to the Company a counterpart hereof. Such additional holder shall become a Party to this Agreement in accordance with the terms of this Agreement.

Section 20. *Notices.* All notices, requests, demands, document deliveries, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given, provided or made (a) when delivered personally; (b) when sent by electronic mail (“*e-mail*”); or (c) one Business Day after deposit with an overnight courier service, with postage prepaid to the Parties at the following addresses or e-mail addresses (or at such other addresses or e-mail addresses for a Party as shall be specified by like notice):

If to the Company:

Fallbrook Technologies Inc.
505 Cypress Creek Road, Suite L
Cedar Park, TX 78613 USA
Attn: Roy Messing
Sheryl Kinlaw
E-mail: Roy.Messing@ankura.com
sheryl.kinlaw@fallbrooktech.com

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

Shearman & Sterling LLP
599 Lexington Ave
New York, NY 10022
Attn: Ned S. Schodek
Stephen M. Besen
Jordan Wishnew
E-mail: ned.schodek@shearman.com
sbesen@shearman.com
jordan.wishnew@shearman.com

If to the Supporting Creditors:

To each Supporting Creditor at the addresses or e-mail addresses set forth below the Supporting Creditors' signature page to this Agreement (or to the signature page to a Joinder Agreement in the case of any Supporting Creditor that becomes a party hereto after the Support Effective Date).

with a copy (which shall not constitute notice) to the Supporting Creditors' Advisors at:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attn: Rachel Strickland
Paul Shalhoub
E-mail: rstrickland@willkie.com
pshalhoub@willkie.com

Section 21. *Reservation of Rights; No Admission.* Subject to and except as expressly provided in this Agreement or in any amendment thereof agreed upon by the Parties pursuant to the terms hereof, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict the ability of each of the Parties to protect and preserve its rights, remedies, and interests, including its claims against any of the other Parties (or their respective Affiliates or Subsidiaries). Without limiting the foregoing sentence in any way, if the Restructuring Transaction is not consummated, or if this Agreement is terminated for any reason, nothing in this Agreement shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses, and the Parties expressly reserve any and all of their respective rights, remedies, claims, and defenses. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties. Pursuant to Rule 408 of the Federal Rules of Evidence, any applicable state rules of evidence and any other Applicable Law, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms. This Agreement shall in no event be construed as, or be deemed to be, evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert.

Section 22. *Representation by Counsel.* Each Party acknowledges that it has been represented by counsel with respect to this Agreement and the Restructuring Transaction. Accordingly, any Applicable Law that would provide any Party with a defense to the enforcement of the terms of this Agreement against such Party based upon lack of legal counsel shall have no application and is expressly waived. No Party shall be

considered to be the drafter of this Agreement or any of its provisions for the purpose of any Applicable Law that would, or might cause, any provision to be construed against such Party.

Section 23. *Relationship among Parties.* Notwithstanding anything herein to the contrary, the duties and obligations of the Supporting Creditors under this Agreement shall be several, not joint. It is understood and agreed that no Supporting Creditor has any duty of trust or confidence of any kind or form with respect to any other Supporting Creditor or the Company, and, except as expressly provided in this Agreement, there are no commitments between or among them. No prior history, pattern, or practice of sharing confidences between or among the Supporting Creditors or the Company shall in any way affect or negate this Agreement.

Section 24. *Acknowledgement.* Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities laws and provisions of the Bankruptcy Code.

[Signature pages follow]