UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No.)*

Arhaus, Inc.
(Name of Issuer)

Common Stock, $0.001 par value per share
(Title of Class of Securities)

04035M102
(CUSIP Number)

Suzanne Hanselman
Janet Spreen
Baker & Hostetler LLP
127 Public Square, Suite 2000
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Tel: (216) 621-0200
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

November 4, 2021
(Date of Event Which Requires Filing of Statement on Schedule 13D)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), checking the following box. ☐

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(1)	Name of Reporting Persons: John P. Reed Trust dated 4/29/1985		
(2)	Check the Appropriate Box if a Member of a Group (See Instructions): (a) ☐ (b) ☒		
(3)	SEC Use Only:		
(4)	Source of Funds (See Instructions): PF		
(5)	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): ☐		
(6)	Citizenship or Place of Organization: Ohio		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	(7)	Sole Voting Power 42,516,621(1)	
	(8)	Shared Voting Power 0	
	(9)	Sole Dispositive Power 42,516,621(1)	
	(10)	Shared Dispositive Power 0	
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 42,516,621(1)		
(12)	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): ☐		
(13)	Percent of Class Represented by Amount in Row (11): 30.36%		
(14)	Type of Reporting Person (See Instructions): OO		

(1) Represents shares of Class B common stock, which may be converted at any time into one share of Class A common stock. Additionally, each share of Class B common stock will convert automatically into one share of Class A common stock in certain circumstances, including the earliest to occur of (i) twelve months after the death or incapacity of John P. Reed, and (ii) the date upon which the then outstanding shares of Class B common stock first represent less than 10% of the voting power of the then outstanding shares of Class A common stock and Class B common stock.

(1)	Name of Reporting Persons: John P. Reed		
(2)	Check the Appropriate Box if a Member of a Group (See Instructions): (a) ☐ (b) ☒		
(3)	SEC Use Only:		
(4)	Source of Funds (See Instructions): PF		
(5)	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e): ☐		
(6)	Citizenship or Place of Organization: U.S.A.		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	(7)	Sole Voting Power 52,535,042(1)(2)	
	(8)	Shared Voting Power 0	
	(9)	Sole Dispositive Power 52,535,042(1)(2)	
	(10)	Shared Dispositive Power 0	
(11)	Aggregate Amount Beneficially Owned by Each Reporting Person: 52,535,042(1)(2)		
(12)	Check Box if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): ☐		
(13)	Percent of Class Represented by Amount in Row (11): 37.51%		
(14)	Type of Reporting Person (See Instructions): IN		

(1) Represents (i) 2,982,988 shares of Class B common stock held by John P. Reed directly, (ii) 42,516,621 shares of Class B common stock held by the John P. Reed Trust dated 4/29/1985, as amended, of which Mr. Reed is trustee and (iii) 7,035,433 shares of Class B common stock held by The John P. Reed 2019 GRAT, of which Mr. Reed is trustee.

(2) Each share of Class B common stock may be converted at any time into one share of Class A common stock. Additionally, each share of Class B common stock will convert automatically into one share of Class A common stock in certain circumstances, including the earliest to occur of (i) twelve months after the death or incapacity of John P. Reed, and (ii) the date upon which the then outstanding shares of Class B common stock first represent less than 10% of the voting power of the then outstanding shares of Class A common stock and Class B common stock.

ITEM 1. SECURITY AND ISSUER

This Schedule 13D relates to shares of Class A common stock, par value $0.001 per share (the "**Class A common stock**"), of Arhaus, Inc., a Delaware corporation (the "**Issuer**") and reports beneficial ownership by the Reporting Persons of Class B common stock, par value $0.001, of the Issuer (the "**Class B common stock**"), which may be converted at any time into one share of Class A common stock. Additionally, each share of Class B common stock will convert automatically into one share of Class A common stock in certain circumstances, including the earliest to occur of (i) twelve months after the death or incapacity of John P. Reed, and (ii) the date upon which the then outstanding shares of Class B common stock first represent less than 10% of the voting power of the then outstanding shares of Class A common stock and Class B common stock.

The address of the Issuer's principal executive offices is 51 E. Hines Hill Road, Boston Heights, Ohio 44236.

ITEM 2. IDENTITY AND BACKGROUND

(a) This Schedule 13D is being filed by John P. Reed Trust dated 4/29/1985, a trust formed under the laws of Ohio ("**1985 Trust**"), and John P. Reed (together with the 1985 Trust, the "**Reporting Persons**"), pursuant to their agreement to the joint filing of this Schedule 13D, attached hereto as Exhibit 7.4 (the "**Joint Filing Agreement**").

(b) The address of each of the Reporting Persons is c/o John P. Reed, Arhaus, Inc., 51 E. Hines Hill Road, Boston Heights, Ohio 44236.

(c) Mr. Reed's principal occupation is Chief Executive Officer and Director of the Issuer. The Issuer's principal business is operating as a rapidly growing lifestyle brand and omni-channel retailer of premium home furnishings. Mr. Reed is the sole trustee of the 1985 Trust.

(d) During the past five years, Mr. Reed has not been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors).

(e) During the past five years, Mr. Reed was not a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which he was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Mr. Reed is a citizen of the United States of America. The 1985 Trust was formed under the laws of the state of Ohio.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The shares of Class B common stock reported herein were acquired by the Reporting Persons prior to the Issuer's initial public offering (the "**IPO**") pursuant to the Reorganization (as defined below). Initial funding for the acquisition of the shares of Class B common stock reported herein was provided by Mr. Reed's personal funds.

The Issuer was formed in connection with the IPO and all of the Issuer's business operations are conducted through Arhaus, LLC, and its wholly-owned subsidiaries. Mr. Reed is a founder of and the Reporting Persons were members of Arhaus, LLC. Prior to the closing of the IPO, through a series of reorganization transactions, the Issuer became the indirect parent of Arhaus, LLC, the members of Arhaus, LLC received Class A common stock and Class B common stock in exchange for their membership interests and the individuals who served as directors and officers of Arhaus, LLC were appointed to serve as directors and executive officers of the Issuer (the "**Reorganization**").

ITEM 4. PURPOSE OF TRANSACTION

As described under Item 3, the Reporting Persons acquired the Class B common stock pursuant to the Reorganization to facilitate the IPO of the Issuer.

Mr. Reed is the founder, Chief Executive Officer and a director of the Issuer. Accordingly, the Reporting Persons may have influence over the corporate activities of the Issuer, including activities that may relate to items described in clauses (a) through (j) of Item 4 of Schedule 13D. Subject to the Investor Rights Agreement, Registration Rights and Lockup Agreement described below, the Reporting Persons may, from time to time, purchase or sell securities of the Issuer as appropriate for his personal circumstances.

In connection with the IPO, each of the Reporting Persons entered into the Investor Rights Agreement, dated as of November 8, 2021 (the "**Investor Rights Agreement**"), by and among the Issuer, FS Equity Partners VI, L.P., a Delaware limited partnership ("**FS Equity**"), FS Affiliates VI, L.P., a Delaware limited partnership ("**FS Affiliates**" and together with FS Equity, the "**Freeman Spogli Funds**"), the 2018 Reed Dynasty Trust u/a/d December 24, 2018 ("**2018 Trust**"), Reed 2013 Generation-Skipping Trust u/a/d October 22, 2013 (the "**2013 Trust**"), and The John P. Reed 2019 GRAT u/a/d December 31, 2019 ("**2019 Trust**" and, together with the 1985 Trust, the 2013 Trust and the 2018 Trust, the "**Class B Trusts**"), and each of the Reporting Persons.

Pursuant to the terms of the Investor Rights Agreement, the Freeman Spogli Funds are entitled to nominate (a) two directors for election to the Issuer's board of directors for so long as the Freeman Spogli Funds collectively hold 60% or more of the shares of Class A common stock held by Freeman Spogli Funds immediately prior to the completion of the IPO, and (b) one director for election to the Issuer's board of directors for so long as the Freeman Spogli Funds collectively hold 20% or more of the shares of Class A common stock held by Freeman Spogli Funds immediately prior to the completion of the IPO. Pursuant to the terms of the Investor Rights Agreement, the Freeman Spogli Funds, Mr. Reed and the Class B Trusts agreed to vote in favor of the Freeman Spogli Funds' nominees and Mr. Reed or his designee to our board of directors. The Freeman Spogli Funds have nominated Brad Brutocao and John Roth for election to the Issuer's board of directors. In addition, subject to certain conditions, the Investor Rights Agreement provides the Freeman Spogli Funds with certain rights with respect to board committee membership, except to the extent that such membership would violate applicable securities laws or stock exchange or stock market rules.

In connection with the IPO, the Reporting Persons also entered into a Registration Rights Agreement, dated as of November 8, 2021 (the "**Registration Rights Agreement**") by and among the Issuer, the Freeman Spogli Funds, Starrett Family Trust, Dated 4-11-99, Gregory M. Bettinelli, Norman S. Matthews, John P. Reed and the Class B Trusts.

The Registration Rights Agreement provides that at any time beginning six months after the completion of the IPO, the parties thereto have the right to demand that the Issuer file registration statements. These registration rights are subject to certain conditions and limitations, including the right of the underwriters, if any, to limit the number of shares included in any such registration under certain circumstances. In addition, if the Issuer proposes to register any shares of Class A common stock or other equity securities under the Securities Act for its own account or for the account of any other person, then all stockholders party to the registration rights agreement are entitled to notice of such proposed registration and will have the opportunity to include their shares of Class A common stock in the registration statement, subject to certain conditions and limitations, including the right of the underwriters, if any, to limit the number of shares in any such registration. At any time after the Issuer is qualified for the use of a Form S-3 registration statement, then certain parties including the Reporting Persons will be entitled to have their shares of Class A common stock, including shares issuable upon conversion of Class B common stock, registered by the Issuer on a Form S-3 registration statement, subject to certain conditions and limitations, at the Issuer's expense. The Issuer will pay all expenses relating to any demand, piggyback or shelf registration, other than underwriting fees, discounts or commissions, subject to specified limitations. The Registration Rights Agreement also requires that the Issuer indemnify the stockholders party to the agreement against certain liabilities that may arise under the Securities Act.

For further information, see the Investor Rights Agreement and the Registration Rights Agreement filed herewith as Exhibits 7.1 and 7.2, respectively.

The Reporting Persons are also party to a lock-up agreement with the Issuer (the "**Lock-Up Agreement**"), which includes certain lockup provisions to which the Reporting Persons' shares are subject. For further information, see Item 6 and the Form of Lock-Up Agreement filed herewith as Exhibit 7.3.

Other than as described above, the Reporting Persons do not currently have any plans or proposals that relate to, or would result in, any of the events described in clauses (a) through (j) of the instructions to Item 4 of Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) and (b)

The Reporting Persons beneficially own shares of Class A common stock as follows:

Reporting Person	Amount Beneficially Owned	Percent of Class
John P. Reed Trust dated 4/29/1985	42,516,621	30.36%
John P. Reed (1)	52,535,042	37.51%

(1) Represents (i) 2,982,988 shares of Class B common stock held by John P. Reed directly, (ii) 42,516,621 shares of Class B common stock held by the 1985 Trust, of which Mr. Reed is trustee and (iii) 7,035,433 shares of Class B common stock are by the 2019 Trust, of which Mr. Reed is trustee.

The percentage ownership reported is based upon 140,063,217 outstanding shares of the Issuer's Class A common stock reported in the prospectus supplement dated November 3, 2021, filed by the Issuer on November 5, 2021, assuming the conversion into Class A common stock of all outstanding Class B common stock.

Mr. Reed has sole voting and dispositive power with respect to all of the shares of Class B common stock beneficially owned by the Reporting Persons, except as described below.

Due to the provisions of the Investor Rights Agreement, the Reporting Persons may be deemed to be part of a "group" for purposes of Section 13(d) of the Exchange Act. Based upon information included in the Issuer's filings with the Securities and Exchange Commission, the Freeman Spogli Funds in the aggregate hold 30,524,202 shares of Class A common stock and the 2013 Trust and the 2018 Trust in the aggregate hold 35,001,908 shares of Class B common stock. The Reporting Persons expressly disclaim beneficial ownership with respect to any shares of Class A common stock beneficially owned by the Freeman Spogli Funds, the 2013 Trust and the 2018 Trust, and neither the filing of this statement on Schedule 13D nor any of its contents shall be deemed to constitute an admission by any Reporting Person that it is the beneficial owner of any of the shares held by such other parties for purposes of Section 13(d) of the Act, or for any other purpose, and such beneficial ownership is expressly disclaimed by the Reporting Persons.

(c) Other than as disclosed in Item 4 above, none of the Reporting Persons has effected any transaction involving shares of Class A common stock in the 60 days prior to the filing of this Schedule 13D.
(d) None.
(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

Mr. Reed is the founder, Chief Executive Officer and a director of the Issuer and is a party to the Investor Rights Agreement and Registration Rights Agreement as described under Item 4.

As of the consummation of the IPO, certain parties, including the Reporting Persons, entered into a Lock-Up Agreement, whereby such parties agreed that, subject to certain exceptions, they would not sell or transfer any Class A common stock, or the Class B common stock or other securities convertible into, exchangeable for, exercisable for, or repayable with Class A common stock, for 180 days following November 3, 2021 without first obtaining the written consent of BofA Securities, Inc. and Jefferies LLC. Specifically, the Reporting Persons agreed, with certain limited exceptions, not to directly or indirectly: (a) offer, pledge, sell or contract to sell any Class A common stock, (b) sell any option or contract to purchase any Class A common stock, (c) purchase any option or contract to sell any Class A common stock, (d) grant any option, right or warrant for the sale of any Class A common stock, (e) lend or otherwise dispose of or transfer any Class A common stock, (f) request or demand that the Issuer file or make a confidential submission of a registration statement related to the Class A common stock, or (g) enter into any swap or other agreement that transfers, in whole or in part, the economic consequence of ownership of any Class A common stock whether any such swap or transaction is to be settled by delivery of shares or other securities, in cash or otherwise.

Other than the matters disclosed above in response to Items 4 and 5 and this Item 6, none of the Reporting Persons is party to any contracts, arrangements, understandings or relationships with respect to any securities of the Issuer, including but not limited to the transfer or voting of any of the securities, finder’s fees, joint ventures, loan or option agreements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

7.1 Investor Rights Agreement, dated as of November 8, 2021 among Arhaus, Inc., FS Equity Partners VI, L.P., FS Affiliates VI, L.P., John P. Reed, 2018 Reed Dynasty Trust u/a/d December 24, 2018, John P. Reed Trust u/a/d April 29, 1985, Reed 2013 Generation-Skipping Trust u/a/d October 22, 2013, and The John P. Reed 2019 GRAT u/a/d December 31, 2019.

7.2 Registration Rights Agreement, dated as of November 8, 2021 among Arhaus, Inc., FS Equity Partners VI, L.P., FS Affiliates VI, L.P., Starrett Family Trust, Dated 4-11-99, Norman S. Matthews, Gregory M. Bettinelli, John P. Reed, 2018 Reed Dynasty Trust u/a/d December 24, 2018, John P. Reed Trust u/a/d April 29, 1985, Reed 2013 Generation-Skipping Trust u/a/d October 22, 2013, and The John P. Reed 2019 GRAT u/a/d December 31, 2019.

7.3 Form of Lock-Up Agreement (incorporated by reference to Exhibit C of Exhibit 1.1 to the Issuer’s amended Form S-1 filed on October 27, 2021).

7.4 Joint Filing Agreement and Power of Attorney, dated November 15, 2021.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, each of the undersigned certifies that the information set forth in this Schedule 13D is true, complete, and correct.

Dated as of November 15, 2021

JOHN P. REED TRUST DATED 4/29/1985

By: /s/ John P. Reed
John P. Reed, Trustee

By: /s/ John P. Reed
John P. Reed

Exhibit 7.1

INVESTOR RIGHTS AGREEMENT

THIS INVESTOR RIGHTS AGREEMENT (this "**Agreement**"), dated as of November 8, 2021 (the "**Effective Date**"), is among Arhaus, Inc., a Delaware corporation (the "**Company**"), FS Equity Partners VI, L.P., a Delaware limited partnership ("**FS Equity**"), FS Affiliates VI, L.P., a Delaware limited partnership ("**FS Affiliates**" and together with FS Equity, "**Sponsor**"), John P. Reed ("**Reed**"), 2018 Reed Dynasty Trust u/a/d December 24, 2018 ("**2018 Trust**"), John P. Reed Trust u/a/d April 29, 1985 ("**1985 Trust**"), Reed 2013 Generation-Skipping Trust u/a/d October 22, 2013 (the "**2013 Trust**"), and The John P. Reed 2019 GRAT u/a/d December 31, 2019 ("**2019 Trust**" and together with Reed, 2018 Trust, 1985 Trust, the 2013 Trust, the "**Reed Entities**").

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

SECTION 1.01. Definitions. The following terms, as used herein, have the following meanings:

"**Affiliate**" of any specified Person means any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "**control**" when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "**controlling**" and "**controlled**" have meanings correlative to the foregoing. No Person shall be deemed to be an Affiliate of another Person solely by virtue of the fact that both Persons own shares of the Company's Capital Stock.

"**Agreement**" has the meaning set forth in the preamble.

"**Board**" means the Board of Directors of the Company.

"**Capital Stock**" means, with respect to any Person, any and all shares, interests, participations, rights in or other equivalents (however designated) of such Person's capital stock, and any rights, warrants or options exercisable or exchangeable for or convertible into such capital stock.

"**Class A Common Stock**" means the Class A Common Stock, par value $0.0001 per share, of the Company.

"**Common Stock**" means the Class A Common Stock and the Class B Common Stock, par value $0.001 per share, of the Company.

"**Company**" has the meaning set forth in the preamble.

"**End Date**" shall mean the date on which Sponsor ceases to own at least 20% of the number of shares of Class A Common Stock held by the Sponsor on the Effective Date.

"**Effective Date**" has the meaning set forth in the preamble.

"**Founder Director**" has the meaning set forth in Section 3.01(b).

"**FS Affiliates**" has the meaning set forth in the preamble.

"**FS Equity**" has the meaning set forth in the preamble.

"**Necessary Action**" means, with respect to a specified result, all commercially reasonable actions required to cause such result that are within the power of a specified Person, including (i) voting or providing a written consent or proxy, or soliciting such votes, written consents or proxies, with respect to the Common Stock in at each annual or special meeting of the stockholders of the Company called for the election of directors, and whenever the stockholders of the Company act by written consent with respect to the election of directors, (ii)

causing the adoption of stockholders' resolutions approving amendments to the organizational documents of the Company and the adoption of such amendments, (iii) executing agreements and instruments, (iv) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result and (v) causing members of the Board of Directors, subject to any fiduciary duties that such members may have as directors of the Company (including pursuant to Section 3.02(c)), to act in a certain manner, including causing members of the Board of Directors or any nominating or similar committee of the Board of Directors (the "**Nominating Committee**") to nominate, appoint or recommend the nomination, appointment or election of the Founder Director and the Sponsor Designees as provided by this Agreement, in each case, except to the extent action would violate applicable securities laws or stock exchange or stock market rules.

"**Permitted Transferee**" means:

(i) with respect to any stockholder of the Company who is a natural person, (a) such stockholder's immediate family (for purposes of this agreement, "immediate family" shall mean any relationship by blood, marriage, or adoption, not more remote than first cousin), (b) any trust which is for the primary benefit of such stockholder or one or more members of such stockholder's immediate family, and (c) a charitable organization that is controlled by such stockholder, including but not limited to a community foundation which permits donor participation in directing charitable donations from charitable gifts given by such stockholder;

(ii) with respect to any stockholder of the Company that is a trust, to (a) the settlor, trustee, or beneficiaries of the trust, or as otherwise permitted under the terms of the instrument governing the trust, (b) immediate family members of a trust beneficiary, and (c) any other trust, limited liability company, partnership, or other entity intended to act as an estate planning vehicle solely for the benefit of any of the foregoing persons;

(iii) with respect to any stockholder of the Company that is not a natural person or a trust, any Affiliate of such stockholder;

(iv) to the extent such stockholder is an investment fund, (a) any Related Person of such stockholder, (b) any investor in such stockholder that receives a pro rata distribution of shares of Common Stock to all investors in such stockholder, and (c) any Person acquiring all or substantially all of the investment portfolio of such stockholder;

provided, that in any of such cases, such Permitted Transferee (i) is an accredited investor within the meaning of Regulation D under the 1933 Act and (ii) executes a Joinder Agreement in the form attached hereto as Exhibit A.

"**Person**" means an individual, a corporation, a general or limited partnership, a limited liability company, a joint stock company, an association, a trust or any other entity or organization, including a government, a political subdivision or an agency or instrumentality thereof.

"**Related Person**" means, with respect to any Person, (i) an Affiliate of such Person, (ii) any investment manager, investment partnership, investment adviser or general partner of such Person, (iii) any investment fund, investment partnership, investment account or other investment Person whose investment manager, investment adviser, managing member or general partner is such Person or a Related Person of such Person and (iv) any equity investor, partner, officer, member or manager of such Person; provided, however, that no Person shall be deemed an Affiliate of another Person solely by virtue of the fact that both Persons own shares of the Capital Stock of the Company.

"**Representatives**" means, with respect to any specified Person, such Person and such Person's Affiliates, their successors and assigns and any of their respective agents, employees, stockholders, partners, members, representatives, officers, advisers and directors.

"**Securities Act**" means the Securities Act of 1933.

"**Sponsor**" has the meaning set forth in the preamble.

"**Sponsor Designees**" has the meaning set forth in Section 3.02(a).

SECTION 1.02. Rules of Construction.

(a) Whenever any provision of this Agreement calls for any calculation based on a number of shares of Common Stock issued and outstanding or held by a Stockholder, the number of shares of Common Stock deemed to be issued and outstanding or held by that Stockholder, unless specifically stated otherwise, as applicable, shall be the total number of shares of Common Stock then issued and outstanding or owned by the Stockholder and its Permitted Transferees.

(b) Any provision of this Agreement that refers to the words "include," "includes" or "including" shall be deemed to be followed by the words "without limitation." References to numbered or letter articles, sections and subsections refer to articles, sections and subsections, respectively, of this Agreement unless expressly stated otherwise. All references to this Agreement include, whether or not expressly referenced, the Exhibits and Schedules attached hereto. References to a Section, paragraph, Exhibit or Schedule shall be to a Section or paragraph of, or Exhibit or Schedule to, this Agreement unless otherwise indicated. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "or" when used in this Agreement is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument, law or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument, or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein unless otherwise indicated. References to a Person are also to its permitted successors and assigns. In the event that any claim is made by any Person relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Person or its counsel.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Each of the parties hereby severally represents and warrants to each of the other parties as follows:

SECTION 2.01. Authority; Enforceability. Such party (a) has the legal capacity or organizational power and authority to execute, deliver and perform its obligations under this Agreement and (b) (in the case of parties that are not natural persons) is duly organized and validly existing and in good standing under the laws of its jurisdiction of organization. This Agreement has been duly executed and delivered by such party and constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with the terms of this Agreement, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally and to the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

SECTION 2.02. Consent. No consent, waiver, approval, authorization, exemption, registration, license or declaration is required to be made or obtained by such party, other than those that have been made or obtained on or prior to the date hereof, in connection with (a) the execution or delivery of this Agreement or (b) the consummation of any of the transactions contemplated hereby.

ARTICLE III
BOARD OF DIRECTORS

SECTION 3.01. Size and Composition. As of the Effective Time, the authorized number of directors on the Board shall be nine. From and after the Effective Date until the End Date, unless otherwise agreed in writing by Sponsor and the Reed Entities:

(a) each of Sponsor and Reed Entities and their respective Permitted Transferees shall (i) vote or otherwise give its consent in respect of all shares of Common Stock (whether now owned or hereafter acquired) owned by such Person, and (ii) take all other Necessary Action, to cause:

(A) the election to the Board of (I) John Reed or his designee ("**Founder Director**"), and (II) any Sponsor Designee designated by Sponsor in accordance with Section 3.02, in each case, subject to his or her election by the stockholders of the Company; and

(B) the removal from the Board of any director elected in accordance with clause (A) above, with or without cause, (I) in the case of the Founder Director, upon the written request of John Reed, and (II) in the case of the Sponsor Designee, upon the written request of the Sponsor.

(b) the Company shall take all Necessary Actions to cause (i) the matters set forth in clause (a) above to be carried out in accordance with the provisions thereof and (ii) the number of directors on the Board not to exceed eleven.

SECTION 3.02. Sponsor Designees.

(a) The Sponsor shall have the right, but not the obligation, to nominate for election or appointment to the Board (such nominees, the "Sponsor Designees") (subject, as applicable, to their election by the stockholders of the Company) that number of individuals that, if elected, will result in the Sponsor having the number of directors serving on the Board that is shown below:

(i) two directors, so long as the Sponsor and its Permitted Transferees hold more than 60% of the number of shares of Class A Common Stock held by the Sponsor on the Effective Date, and

(ii) one director, so long as the Sponsor and its Permitted Transferees hold 20% or more of the number of shares of Class A Common Stock held by the Sponsor on the Effective Date.

(b) If the Sponsor has nominated fewer than the total number of Sponsor Designees the Sponsor is entitled to nominate pursuant to this Section 3.02, the Sponsor shall have the right, at any time, to nominate such additional number of Sponsor Designees to which it is entitled, in which case the other parties to this Agreement shall take all Necessary Actions, as requested by the Sponsor, to (x) increase the size of the Board as required to enable the Sponsor to so nominate such additional Sponsor Designees and (y) appoint such additional Sponsor Designees nominated by the Sponsor to fill such newly created vacancy or vacancies, as applicable.

(c) An individual designated by the Sponsor for election as a director shall comply with any applicable requirements of the governing documents of the Company and the charter for, and related guidelines of, the Nominating Committee.

SECTION 3.03. Committee Membership. On or prior to the End Date, the Sponsor and the Company shall take all Necessary Actions to cause each of the Compensation Committee of the Board and the Nominating Committee of the Board to include in its membership at least one of the Sponsor Nominees designated by the Sponsor.

SECTION 3.04. Subsidiaries. Except as otherwise agreed to among the Sponsor, John Reed and the Company, the Company shall take all necessary action to cause the membership of the board of directors (or similar governing body) of Arhaus, LLC (or of a successor entity thereto that is the primary operating business of the Company and its subsidiaries) to be the same as that of the Board.

ARTICLE IV
MISCELLANEOUS

SECTION 4.01. Notices. All notices, demands or requests made pursuant to, under or by virtue of this Agreement must be in writing and sent to the party to which the notice, demand or request is being made at the address or facsimile number set forth on the signature pages hereof or such other address or facsimile number as such party may hereafter specify in writing in accordance with this Section 4.01; provided, that:

(a) unless otherwise specified by FS Equity or FS Affiliates in a notice delivered by FS Equity or FS Affiliates in accordance with this Section 4.01, any notice required to be delivered to Sponsor shall be properly delivered if delivered to:

FS Equity Partners VI, L.P.
c/o Freeman Spogli & Co.
11100 Santa Monica Boulevard, Suite 1900
Los Angeles, CA 90025
Attention: Brad Brutocao
Telephone: (310) 444-1822
Facsimile: (310) 444-1870

with copies (which shall not constitute notice) to:

Morgan Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178-0060
Attention: Christina Edling Melendi, Esq.
Telephone: (212) 309-6949
Facsimile: (212) 309-6001

(b) unless otherwise specified by a Reed Entity in a notice delivered by such Reed Entity in accordance with this Section 4.01, any notice required to be delivered to the Reed Entity shall be properly delivered if delivered to:

Arhaus, Inc.
51 E. Hines Hill Road
Boston Heights, OH 44236
Attention: John Reed
Telephone: (440) 439-7700

with copies (which shall not constitute notice) to:

Baker & Hostetler LLP
127 Public Square, Suite 2000
Cleveland, OH 44114
Attention: Albert Adams
Telephone: : (216) 861-7090
Facsimile: (216) 696-0740

and

(c) unless otherwise specified by the Company in a notice delivered by the Company in accordance with this Section 4.01, any notice required to be delivered to the Company shall be properly delivered if delivered to:

Arhaus, Inc.
51 E. Hines Hill Road
Boston Heights, OH 44236
Attention: General Counsel
Telephone: (440) 439-7700

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

Baker & Hostetler LLP
127 Public Square, Suite 2000
Cleveland, OH 44114
Attention: Suzanne Hanselman
Telephone: (216) 861-7090
Facsimile: (216) 696-0740

Notice shall be delivered (i) by nationally recognized overnight courier delivery for next business day delivery, (ii) by hand delivery, or (iii) by facsimile or electronic mail transmission if confirmation of transmission is received by the sender or no failure message is generated. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party. Each such notice or other communication shall for all purposes of this Agreement be treated as effective, or as having been given, only upon receipt thereof at the address specified hereunder.

SECTION 4.02. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended or shall be construed to give any person other than the parties to this Agreement or their respective successors or permitted assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

SECTION 4.03. Amendment. This Agreement may not be amended, restated, modified or supplemented in any respect and the observance of any term of this Agreement may not be waived except by a written instrument executed by the Reed Entities and the Sponsor; provided, that no amendment, restatement, modification, supplement or waiver of this Agreement that adversely affects the Company shall be effective without the written consent of the Company (it being understood that requirements regarding Board and committee membership shall not be deemed to adversely affect the Company).

SECTION 4.04. Assignability. Neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by any party hereto except as otherwise expressly stated hereunder or with the prior written consent of the Reed Entities and the Sponsor.

SECTION 4.05. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to its principles of conflict of laws. The parties hereto irrevocably submit, in any legal action or proceeding relating to this Agreement, to the jurisdiction of the courts of the United States located in the State of Delaware or in any Delaware state court located in Delaware county and consent that any such action or proceeding may be brought in such courts and waive any objection that they may now or hereafter have to the venue of such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient forum.

SECTION 4.06. Waiver of Jury Trial. **Each party to this Agreement, for itself and its Related Persons, hereby irrevocably and unconditionally waives to the fullest extent permitted by applicable law all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to the actions of the parties hereto or their respective Related Persons pursuant to this Agreement or in the negotiation, administration, performance or enforcement of this Agreement.**

SECTION 4.07. Enforcement. The parties expressly agree that the provisions of this Agreement may be specifically enforced against each of the parties hereto in any court of competent jurisdiction.

SECTION 4.08. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If any of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

SECTION 4.09. Additional Securities Subject to Agreement. All shares of Common Stock that any party hereto hereafter acquires by means of a stock split, stock dividend, distribution, exercise of options or warrants or otherwise (other than pursuant to a public offering) whether by merger, consolidation or otherwise (including shares of a surviving corporation into which the shares of Common Stock are exchanged in such transaction) will be subject to the provisions of this Agreement to the same extent as if held on the date hereof.

SECTION 4.10. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SECTION 4.11. Counterparts. This Agreement may be executed, including by way of electronic signature (pdf and facsimile formats included), in any number of counterparts, each of which may be executed by less than all of the parties hereto, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

SECTION 4.12. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Company.

SECTION 4.13. Further Assurances. Each party agrees that he, she or it shall, from time to time after the date of this Agreement, execute and deliver such other documents and instruments and take such other actions as may be reasonably requested by any other party to carry out the transactions contemplated by this Agreement.

SECTION 4.13. Specific Performance. Without limiting or waiving in any respect any rights or remedies of the parties hereto under this Agreement now or hereinafter existing at law or in equity or by statute, each of the parties hereto will be entitled to seek specific performance of the obligations to be performed by the other in accordance with the provisions of this Agreement.

SECTION 4.14. Complete Agreement. This Agreement constitutes the complete agreement of the parties with respect to the subject matter hereof and supersede all prior discussions, negotiations and understandings.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Company, Sponsor and the Reed Entities have executed this Agreement as of the day and year first above written.

ARHAUS, INC.

By: /s/ Allan Churchmack
Name: Allan Churchmack
Title: General Counsel and Secretary

FS EQUITY PARTNERS VI, L.P.

By: FS Capital Partners VI, LLC, its general partner

By: /s/ Brad J. Brutocao
Name: Brad J. Brutocao
Title: Managing Member

FS AFFILIATES VI, L.P.

By: FS Capital Partners VI, LLC, its general partner

By: /s/ Brad J. Brutocao
Name: Brad J. Brutocao
Title: Managing Member

/s/ John P. Reed
JOHN P. REED

2018 REED DYNASTY TRUST U/A/D DECEMBER 24, 2018

By: /s/ William T. Beargie
Name:William T. Beargie
Title: Trustee

By: /s/ Albert T. Adams
Name:Albert T. Adams
Title: Trustee

JOHN P. REED TRUST, U/A/D APRIL 29, 1985

By: /s/ John Reed
Name:John Reed
Title: Trustee

REED 2013 GENERATION-SKIPPING TRUST U/A/D OCTOBER 22, 2013

By: /s/ William T. Beargie
Name:William T. Beargie
Title: Trustee

By: /s/ Albert T. Adams
Name: Albert T. Adams
Title: Trustee

THE JOHN P. REED 2019 GRAT U/A/D DECEMBER 31, 2019

By: /s/ John Reed
Name: John Reed
Title: Trustee

Exhibit 7.2

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "**Agreement**"), dated as of November 8, 2021, by and among Arhaus, Inc., a Delaware corporation (the "**Company**"), FS Equity Partners VI, L.P., a Delaware limited partnership ("**FSEP VI**"), FS Affiliates VI, L.P., a Delaware limited partnership ("**FS Affiliates**") and each of the investors listed on Schedule A hereto (collectively with FSEP VI and FS Affiliates, the "**FS Stockholders**"), and each of the other investors listed on Schedule B hereto (which are collectively referred to herein as the "**Reed Stockholders**").

R E C I T A L S

A. Prior to the date of this Agreement, Ash Merger Sub 1, Inc., a Delaware corporation and wholly owned subsidiary of the Company, was merged into FS Arhaus Holding, Inc., a Delaware corporation ("**FS Holding**"), and Ash Merger Sub 2, Inc., a Delaware corporation and wholly owned subsidiary of the Company, was merged into Homeworks Holdings, Inc., an Ohio corporation ("**Homeworks**"), as part of a reorganization (collectively, the "**Reorganization**") of Arhaus, LLC, a Delaware limited liability company ("**Arhaus**").

B. The FS Stockholders and the Reed Stockholders were direct or indirect holders of equity interests of Arhaus, Homeworks or FS Holding at the time of the Reorganization and are holders of shares of capital stock of the Company on the date hereof.

C. The parties hereto are entering into this Agreement to establish certain registration rights with respect to the capital stock of the Company.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

1.1 Definitions. As used in this Agreement, the following terms shall have the following meanings:

"**Affiliate**" means with respect to any Person, any individual, corporation, general partnership, limited partnership, limited liability partnership, joint venture, association, limited liability company, joint stock company, trust, or unincorporated organization, that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Person. For the purposes of this definition, the term "control" when used with respect to any specified Person, shall mean the power to direct or cause the direction of the operation or management of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative of the foregoing.

"**Agreement**" has the meaning set forth in the preamble hereof.

"**Board**" means the Company's board of directors.

"**Common Stock**" means the Company's common stock, par value $0.001 per share.

"**Company**" has the meaning set forth in the preamble of this Agreement.

"**Company Business**" means the retail sale of furniture and home furnishings.

"**Company Competitor**" means a Person whose business competes with the Company Business.

"**Demand Registration**" has the meaning set forth in Section 2.1.

"**Excess Amount**" means, with respect to an underwritten offering, the number of Registrable Securities requested by a Stockholder or Stockholders to be sold pursuant to Section 2.1, Section 2.2 or Section 2.3 which the managing Underwriter(s) determine exceeds the largest number of Registrable Securities which can successfully be sold in an orderly manner in such offering within a price range acceptable to holders of a majority of the Registrable Securities proposed to be sold in such underwritten offering.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**FS Affiliates**" has the meaning set forth in the preamble of this Agreement.

"**FS Principals**" means Brad J. Brutocao, Bradford M. Freeman, Benjamin D. Geiger, Jordan A. Hathaway, John S. Hwang, Christian B. Johnson, Jon D. Ralph, John M. Roth, and Ronald P. Spogli.

"**FS Stockholders**" has the meaning set forth in the preamble of this Agreement.

"**FSEP VI**" has the meaning set forth in the preamble of this Agreement.

"**Indemnified Party**" has the meaning set forth in Section 4.3.

"**Indemnifying Party**" has the meaning set forth in Section 4.3.

"**Initial Public Offering**" means the initial public offering of shares of Common Stock pursuant to a registration statement under the Securities Act of 1933, as amended (other than an offering registered on Form S-4 or S-8 (or any substitute for such forms)).

"**Inspectors**" has the meaning set forth in Section 3.1(g).

"**LLC Agreement**" means the Third Amended and Restated Limited Liability Company Agreement of Arhaus.

"**Other Registration Rights Holders**" means any Persons who hereafter purchase Common Stock from the Company and enter into an agreement with the Company allowing such persons to join in the Demand Registrations and Piggy-Back Registrations hereunder.

"**Permitted Transferee**" means (i) with respect to any Stockholder that is not a natural person or a trust, any controlled Affiliate of such Stockholder; provided that such Affiliate is not a Company Competitor or does not own a controlling interest in a Company Competitor; (ii) with respect to any Stockholder who is a natural person, the spouse, parents, siblings and descendants of any such Person, and any trust, limited liability company, partnership or other entity intended to act as an estate planning vehicle solely for the benefit of any of the foregoing Persons; (iii) with respect to any Stockholder that is a trust, the trustee and beneficiaries of the trust and the spouse, parents, siblings and descendants of any such trust's beneficiaries and any other trust, limited liability company, partnership or other entity intended to act as an estate planning vehicle solely for the benefit of any of the foregoing Persons; and (iv) with respect to a Transfer by any FS Stockholder, to any Person who is (A) a controlled Affiliate of such FS Stockholder, (B) any investment fund or partnership that is organized and controlled by any of the FS Principals, (C) any limited or general partner of a fund or partnership referred to in subclause (B) or a partner, member or manager of such a fund or partnership or any management company of such a fund or partnership, (D) any general or limited partner of an entity referred to in subclause (B) or any Permitted Transferee of an entity referred to in subclause (B) or (E) any member of the immediate family or to any family trust of any Person described in subclause (C) or (D).

"**Person**" means any individual, corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, other entity or governmental entity.

"**Piggy-Back Registration**" has the meaning set forth in Section 2.3.

"**Piggy-Back Registration Statement**" has the meaning set forth in Section 2.3.

"**Pro Rata Share**" of a Stockholder shall be a fraction, (i) the numerator of which shall be the total number of shares of Common Stock then held by the Stockholder and (ii) the denominator of which shall be the total number of shares of Common Stock then held by all Stockholders and Other Registration Rights Holders participating in the offering.

"**Qualified IPO**" shall mean a firmly underwritten Initial Public Offering with aggregate gross proceeds (including primary and secondary sales) of at least $50,000,000 and a public offering price per share at least equal to the Class B Liquidation Amount (as defined in the LLC Agreement) (as adjusted for stock splits, dividends and the like) immediately prior to the closing of the Qualified IPO.

"**Records**" has the meaning set forth in Section 3.1(g).

"**Reed**" means John Reed.

"**Reed Stockholders**" has the meaning set forth in the preamble of this Agreement.

"**Registrable Securities**" means (a) any Common Stock now owned or hereafter acquired by any Stockholder and (b) any securities issued with respect to such Common Stock referred to in clause (a) by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a registration statement with respect to the sale of such securities shall have been declared effective under the Securities Act and such securities have been disposed of in accordance with such registration statement, (ii) such securities shall have been sold pursuant to Rule 144 or are otherwise eligible for sale under Rule 144 without any volume or manner of sale restriction, (iii) such securities have been transferred to any Person who is not a Permitted Transferee of the transferor, or (iv) such securities shall have ceased to be outstanding.

"**Register**", "**Registered**" and "**Registration**" refer to a registration effected by preparing and filing a registration statement (a "**Registration Statement**") in compliance with the Securities Act, and such Registration Statement becoming effective by declaration, order or rule of the SEC.

"**Reorganization**" shall have the meaning set forth in the recitals of this Agreement.

"**Requisite Share Number**" means the number of shares of Common Stock representing not less than $20,000,000 in fair market value as determined in good faith by the Board.

"**Rule 144**" means Rule 144 promulgated under the Securities Act, and any successor to or modification of such rule.

"**S-3 Registration**" has the meaning set forth in Section 2.2.

"**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Selling Holder**" means a Person who is selling or proposing to sell Registrable Securities pursuant to an effective registration statement filed under the Securities Act as contemplated by this Agreement.

"**Stockholder**" means the FS Stockholders and the Reed Stockholders (or, in each case, any Permitted Transferee thereof).

"**Suspension Period**" has the meaning set forth in Section 3.1.

"**Transfer**" means any direct or indirect transfer, sale, assignment or other disposition of Common Stock.

"**Underwriter**" means a securities dealer who purchases any Registrable Securities as principal in an underwritten offering and not as part of such dealer's market-making activities.

"**Withdrawal Election**" has the meaning set forth in Section 2.4(b).

ARTICLE II

2.1 Demand Registration.

(a) Request for Registration. At any time beginning six months after the completion of a Qualified IPO and from time to time thereafter, FSEP VI (on behalf of the FS Stockholders) or Reed (on behalf of the Reed Stockholders) may make a written request for registration under the Securities Act of all or part of its Registrable Securities (a "**Demand Registration**"); provided, that the Stockholder making the request is requesting that at least the Requisite Share Number of its shares be registered; provided further that the Company shall not be obligated to effect more than two Demand Registrations for the FS Stockholders and two Demand Registrations for the Reed Stockholders. Any such request will specify the number of shares of Registrable Securities proposed to be sold and will also specify the intended method of disposition thereof. The Company shall give written notice of such registration request within 10 days after the receipt thereof to all other Stockholders and Other Registration Rights Holders. If FSEP VI or Reed requests a Demand Registration meeting all of the foregoing requirements, each of the other Stockholders (or their Permitted Transferees) and each of the Other Registration Rights Holders shall be entitled to submit to the Company, within 10 days after receipt of notice of the request for a Demand Registration, a written request to join in such Demand Registration, and if such a follow-on request is made, thereupon the other Stockholders or Other Registration Rights Holders who made such a follow-on request shall be entitled to include their Registrable Securities in such Demand Registration on a pro rata basis, determined based on the Pro Rata Share then held by FSEP VI or Reed (including Permitted Transferees), the other Stockholders (including Permitted Transferees) and the Other Registration Rights Holders up to the number of Registrable Securities proposed to be sold in such Demand Registration. The Company shall not have any right to participate in a Demand Registration.

(b) Effective Registration. A registration will not count as a Demand Registration (or request therefor) until the registration statement filed under the Securities Act with respect thereto has been declared effective by the SEC.

(c) Underwritten Offering. If FSEP VI or Reed so elects, the offering of such Registrable Securities pursuant to such Demand Registration shall be in the form of an underwritten offering. The Company and the initiating Stockholder of the Demand Registration shall jointly select one or more nationally recognized firms of investment bankers to act as the managing Underwriter or Underwriters in connection with such offering and shall jointly select any additional managers to be used in connection with the offering.

(d) Required Delays. Notwithstanding anything contained in this Section 2.1 to the contrary, if any request for Demand Registration is delivered at a time when (i) a Demand Registration has become effective in the previous 90 days, (ii) the Company has filed a Registration Statement with respect to an underwritten primary registration of Common Stock on behalf of the Company that has become effective in the previous 90 days or has determined or is currently planning (and the Board has approved or is expected to approve such determination or plan) to file such a Registration Statement (so long as a Registration Statement is filed with respect thereto within one month of the Stockholder's or Stockholders' request for Demand Registration), in which case the Company may require the Stockholder or Stockholders to postpone such request

until the expiration of the 90-day period following the effective date of such registration; or (iii) in the opinion of a majority of the Board, such registration would (x) require premature disclosure of material information that the Company has a valid reason for preserving as confidential and such disclosure would materially and adversely affect the Company, (y) render the Company unable to comply with the requirements of the Securities Act or Exchange Act, or (z) adversely affect a material acquisition, disposition, merger or other similar material transaction involving the Company, or otherwise materially and adversely affect the Company or the market for the Company's Common Stock (it being understood that the ordinary effect of a Demand Registration on the market for securities does not meet the foregoing standard) (any of the foregoing, a "**Material Event Postponement**"), the Company, with the prior authorization of the Board, may require the Stockholder to postpone such request for an appropriate period (not to exceed 90 days in any 12 month period); provided, however, that the Company may not require such a postponement more than one time for the conditions described in clauses (i) or (ii) above in any 12 month period. In the event of a Material Event Postponement, the Company shall use its reasonable best efforts to effect such registration as promptly as possible after removal of the reasons for the Material Event Postponement.

2.2 Registration on Form S-3.

(a) Request for Registration. If at such time after the Company has qualified for the use of Form S-3 (or any successor form to Form S-3) promulgated under the Securities Act, FSEP VI (on behalf of the FS Stockholders) or Reed (on behalf of the Reed Stockholders) may make a written request that the Company file a registration statement on Form S-3 for a public offering of shares of all or part of its or their Registrable Securities (an "**S-3 Registration**"); provided, that the Company shall not be obligated to effect any such registration pursuant to this Section 2.2 if (i) the Company effected two registration statements on Form S-3 pursuant to this Section 2.2 during the preceding 12-month period or (ii) such S-3 Registration covers an offering of less than $10,000,000 of Registrable Securities. Any such request will specify the number of shares of Registrable Securities proposed to be sold and will also specify the intended method of disposition thereof. The Company shall give written notice of such registration request within ten days after the receipt thereof to all other Stockholders and Other Registration Rights Holders. If FSEP VI (on behalf of the FS Stockholders) or Reed (on behalf of the Reed Stockholders) requests an S-3 Registration meeting all of the foregoing requirements, each of the other Stockholders (or their Permitted Transferees) and each of the Other Registration Rights Holders shall be entitled to submit to the Company, within 10 days after receipt of notice of such request for an S-3 Registration, a written request to join in such S¬3 Registration, and if such a follow-on request is made, thereupon the other Stockholders or Other Registration Rights Holders who made such a follow-on request shall be entitled to include Registrable Securities in such S-3 Registration on a pro rata basis, determined based on the Pro Rata Share then held by the participating Stockholders (including Permitted Transferees) and the Other Registration Rights Holders up to the number of Registrable Securities proposed to be sold in such S¬3 Registration.

(b) Effective Registration. A registration will not count as a S-3 Registration (or request therefor) until it has become effective.

(c) Underwritten Offering. If the Company or the initiating Stockholder of a S-3 Registration so elects, the offering of such Registrable Securities pursuant to such S-3 Registration shall be in the form of an underwritten offering. The Company and the initiating Stockholder of the S-3 Registration shall jointly select one or more nationally recognized firms of investment bankers to act as the managing Underwriter or Underwriters in connection with such offering and shall jointly select any additional managers to be used in connection with the offering.

(d) Required Delays. Notwithstanding anything contained in this Section 2.2 to the contrary, if any request for S-3 Registration is delivered at a time when (i) a Demand Registration has become effective in the previous 90 days, (ii) the Company has filed a Registration Statement with respect to an underwritten primary registration of Common Stock on behalf of the Company that has become effective in the previous 90 days or has determined or is currently planning (and the Board has approved or is expected to approve such determination or plan) to file such a Registration Statement (so long as a Registration Statement is filed with respect thereto within one month of the Stockholder's or Stockholders' request for S-3 Registration), in which case the Company may require the Stockholder or Stockholders to postpone such request until the expiration of the 90-day period following the effective date of such registration, or (iii) in the opinion of a majority of the Company's Board such registration would result in a Material Event Postponement, the Company, with the prior authorization of the Board, may require the Stockholder to postpone such request for an appropriate period (not to exceed 90 days in any 12 month period); provided, however, that the Company may not require such a postponement more than one time for the conditions described in clauses (i) or (ii) above in any 12 month period. In the event of a Material Event Postponement, the Company shall use its reasonable best efforts to effect such registration as promptly as possible after removal of the reasons for the Material Event Postponement.

2.3 Piggy-Back Registration. If at any time after the closing of the Company's Qualified IPO, the Company proposes to file a Registration Statement under the Securities Act, with respect to an offering by the Company for its own account or for the account of any of its respective security holders of any security of the same class as the Registrable Securities (other than a Registration Statement on Form S-4 or S-8 (or any substitute form that may be adopted by the SEC), or a Registration Statement filed in connection with an exchange offer or offering of securities solely to the Company's existing security holders), which registration would permit the inclusion of such Registrable Securities pursuant to this Section 2.3, then the Company shall give written notice of such proposed filing to the Stockholders and Other Registration Rights Holders as soon as practicable, and such notice shall offer such Stockholders (and their Permitted Transferees) and Other Registration Rights Holders the opportunity to register such number of shares of Registrable Securities as each such Stockholder or Other Registration Rights Holder may request in writing within 10 days of receipt of such notice (which request shall specify the Registrable Securities intended to be disposed of by such Stockholder or Other Registration Rights Holder and the intended method of distribution thereof) (a "**Piggy-Back Registration**"). The Company shall use its best efforts to cause the managing Underwriter or Underwriters of a proposed underwritten offering to permit the Registrable Securities requested to be included in a Piggy-Back Registration to be included on the same terms and conditions as any similar securities of the Company included therein to permit the sale or other disposition of such Registrable Securities in accordance with the intended method of distribution thereof. Subject to Section 2.4(b), any Stockholder or Other Registration Rights Holder shall have the right to withdraw its request for inclusion of its Registrable Securities in any Piggy-Back Registration by giving written notice to the Company of its request to withdraw within 10 days of its request for inclusion; provided, that the Registration Statement including such shares (a "**Piggy-Back Registration Statement**") is not yet effective. The Company may withdraw a Piggy-Back Registration Statement at any time prior to the time it becomes effective in its sole discretion.

2.4 Reduction of Offering.

(a) Notwithstanding anything contained herein, if the managing Underwriter or Underwriters of an offering described in Section 2.1, Section 2.2 or Section 2.3 determine that the size of the offering that the Stockholders, the Company or any other Persons intend to make is such that the success of the offering or the price at which the offering would reasonably be expected to occur would be adversely affected by inclusion of the Registrable Securities requested to be included, then (i) with respect to a Demand Registration or an S-3 Registration, if the size of the offering is the basis of such Underwriter's or Underwriters' determination, the Company shall not be required to include in such registration an amount of Registrable Securities requested to be included in such offering equal to the Excess Amount, such reduction to be allocated pro rata among all Selling Holders according to the Pro Rata Share of such Selling Holders, and (ii) in the case of a Piggy-Back Registration, if securities are being offered for the account of other Persons as well as the Company, the securities the Company seeks to include shall have priority over securities sought to be included by any other Person (including the Stockholders and Other Registration Rights Holders) and, with respect to the Registrable Securities intended to be offered by Stockholders or Other Registration Rights Holders, any reduction in the amount of securities to be offered by such Stockholders or Other Registration Rights Holders will be allocated pro rata among all Stockholders or Other Registration Rights Holders according to their Pro Rata Share (it being understood that with respect to the Stockholders and Other Registration Rights Holders, such reduction may be all of such class of securities).

(b) If, as a result of the proration provisions of Section 2.4(a), any Stockholder or Other Registration Rights Holder shall not be entitled to include all Registrable Securities in a Demand Registration, S-3 Registration or Piggy-Back Registration that such Stockholder or Other Registration Rights Holder has requested to be included, such Stockholder or Other Registration Rights Holder may elect to withdraw his request to include Registrable Securities in such registration (a "**Withdrawal Election**"); provided, however, that a Withdrawal Election shall be irrevocable and, after making a Withdrawal Election, a Stockholder or Other Registration Rights Holder shall no longer have any right to include Registrable Securities in the registration as to which such Withdrawal Election was made.

ARTICLE III

3.1 Filings; Information. Whenever FSEP VI (on behalf of the FS Stockholders) or Reed (on behalf of the Reed Stockholders) requests that any Registrable Securities be registered pursuant to Section 2.1 or Section 2.2, the Company shall use its reasonable best efforts to effect the registration of such Registrable Securities in accordance with the intended method of disposition thereof as quickly as practicable, and in connection with any such request:

(a) The Company shall, subject to Section 2.1(d) or Section 2.2(d), as applicable, as expeditiously as practicable prepare and file with the SEC a Registration Statement on any form for which the Company then qualifies and which form shall be available for the sale

of the Registrable Securities to be registered thereunder in accordance with the intended method of distribution thereof, and use its reasonable best efforts to cause such filed registration statement to be declared effective as expeditiously as practicable thereafter, and use reasonable best efforts to cause such Registration Statement to remain effective until the earlier of (i) 90 days from the date such Registration Statement was declared effective or (ii) the date on which the sale of Registrable Securities has been completed. If the Company receives multiple requests for registration in accordance with this Agreement, then, except as provided in Section 2.1(a) or Section 2.2(a), such requests shall be given priority based upon the order in which they were received.

(b) The Company shall, prior to filing any Registration Statement, prospectus, or any amendment or supplement thereto, furnish to each Selling Holder and one counsel representing all the Selling Holders and each Underwriter, if any, of the Registrable Securities covered by such Registration Statement, copies of each such document as proposed to be filed, together with exhibits thereto, which documents, in the case of a Demand Registration or S-3 Registration, will be subject to review and comment by one counsel representing all the Selling Holders (and the Company will make such changes and additions thereto as reasonably requested), and thereafter furnish to each Selling Holder, such counsel and Underwriter, if any, such number of copies of such Registration Statement, each amendment and supplement thereto (in each case including all exhibits thereto and documents incorporated by reference therein), the prospectus included in such registration statement (including each preliminary prospectus) and such other documents as such Selling Holder or Underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Selling Holder pursuant to such Registration Statement.

(c) After the filing of the Registration Statement, the Company shall promptly notify each Selling Holder of Registrable Securities covered by such Registration Statement of any stop order issued or threatened by the SEC and promptly take all reasonable actions required to prevent the entry of such stop order or to remove it if entered.

(d) The Company shall use its reasonable best efforts to (i) register or qualify the Registrable Securities under such other securities or blue sky laws of such jurisdictions in the United States as any Selling Holder reasonably (in light of such Selling Holder's intended plan of distribution) requests and (ii) cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities in the United States as may be necessary by virtue of the business and operations of the Company and do any and all other acts and things that may be reasonably necessary or advisable to enable such Selling Holder to consummate the disposition of the Registrable Securities owned by such Selling Holder; provided, however, that the Company shall not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this paragraph (d), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction where it would not otherwise be required to qualify but for this paragraph (d).

(e) The Company shall immediately notify each Selling Holder of such Registrable Securities, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of any event requiring the preparation of a supplement or amendment to such prospectus so that, as thereafter delivered to the purchasers of such

Registrable Securities or otherwise used in connection with the sale thereof, such prospectus will comply with the requirements of the Securities Act and the rules and regulations thereunder and will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading and promptly make available to each Selling Holder copies of any such supplement or amendment.

(f) The Company shall enter into customary agreements (including, if applicable, an underwriting agreement and lock-up agreement in customary forms) and take such other actions as are reasonably required in order to expedite or facilitate the disposition of such Registrable Securities.

(g) The Company shall promptly deliver to each Selling Holder of such Registrable Securities and each Underwriter, if any, subject to restrictions imposed by the United States federal government or any agency or instrumentality thereof, copies of all written correspondence between the SEC and the Company, its counsel or auditors with respect to the Registration Statement (or, in the case of substantive unwritten correspondence, a description thereof) and make available for inspection by any Selling Holder of such Registrable Securities, any Underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other professional retained by any such Selling Holder or Underwriter (collectively, the "**Inspectors**"), all pertinent financial and other records, corporate documents and properties of the Company (collectively, the "**Records**"), subject to each Selling Holder, on behalf of itself and its agents, entering into a customary confidentiality agreement in a form reasonably acceptable to the Company, and to restrictions imposed by any governmental authority governing access to classified information, as shall be reasonably necessary to enable them to conduct a reasonable due diligence investigation, and cause the Company's officers, directors and employees to supply all information reasonably requested by any Inspectors in connection with such Registration Statement. Notwithstanding the foregoing, records that the Company determines, in good faith, to be confidential and which it notifies the Inspectors are confidential or that the provision of such records would forfeit attorney-client privilege shall not be disclosed by the Inspectors unless (i) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in such registration statement or (ii) to the extent it is required by a court or administrative order or other legal process or by applicable law; provided that each Selling Holder of such Registrable Securities further agrees that it will, upon learning that disclosure of such Records is sought pursuant to clause (ii), give notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of the Records deemed confidential. Each Selling Holder of such Registrable Securities agrees that information obtained by it solely as a result of such inspections shall be deemed confidential and shall not be used by it or its agents as the basis for any transactions in the securities of the Company or its Affiliates unless and until such is made generally available to the public.

(h) The Company shall otherwise use reasonable best efforts to comply with all applicable rules and regulations of the SEC, and make available to its security holders, as soon as reasonably practicable, an earnings statement covering a period of 12 months, beginning within three months after the effective date of the registration statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder.

(i) The Company shall use reasonable best efforts to cause all such Registrable Securities to be listed on each national securities exchange or automated quotation system on which similar securities issued by the Company are then traded, listed or quoted (if any).

(j) The Company may require each Selling Holder of Registrable Securities to promptly furnish in writing to the Company such information regarding the distribution of the Registrable Securities and the Selling Holder as the Company may from time to time reasonably request and such other information as may be legally required in connection with such registration.

(k) The Chairman of the Board of Directors of the Company, the Chief Executive Officer of the Company and other members of the management of the Company shall reasonably cooperate in any offering of Registrable Securities pursuant to Section 2.1 or Section 2.2, including, without limitation, participation in meetings with potential investors, preparation of materials for such investors, and making management of the Company available for "road show" presentations and similar selling efforts.

Each Selling Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3.1(e) hereof, such Selling Holder will immediately discontinue disposition of Registrable Securities pursuant to the Registration Statement covering such Registrable Securities until such Selling Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3.1(e) hereof (such period during which a Selling Holder is required to refrain from disposition of Registrable Securities, a "**Suspension Period**"), and, if so directed by the Company, such Selling Holder will deliver to the Company all copies, other than permanent file copies then in such Selling Holder's possession, of the most recent prospectus covering such Registrable Securities at the time of receipt of such notice. In the event the Company shall give such notice, the Company shall extend the period during which such Registration Statement shall be maintained effective (including the period referred to in Section 3.1(a) hereof) by the number of days during the period from and including the date of the giving of notice pursuant to Section 3.1(e) hereof to the date when the Company shall make available to the Selling Holders of Registrable Securities covered by such Registration Statement a prospectus supplemented or amended to conform with the requirements of Section 3.1(e) hereof.

3.2 Registration Expenses. In connection with any Demand Registration pursuant to Section 2.1, any S-3 Registration pursuant to Section 2.2 and any registration statement filed pursuant to Section 2.3, the Company shall pay the following registration expenses incurred in connection with the registration thereunder, whether or not such registration becomes effective: (i) all registration and filing fees, (ii) all fees and expenses of compliance with securities or blue sky laws, (iii) all printing expenses, (iv) all of the Company's internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), (v) all fees and expenses, if any, incurred in connection with the listing of the Registrable Securities, (vi) all fees and disbursements of counsel for the Company and all fees and expenses of the Company's independent registered public account firm and other auditors retained by the Company, (vii) all fees and expenses of any special experts retained by the Company in connection with such registration, and (viii) with respect to a Demand Registration or an S-3 Registration, the reasonable fees and expenses of one counsel (who shall be reasonably acceptable to the Company) for all of the Selling Holders (in addition to counsel for the Company), with such counsel selected

by Stockholders holding a majority of the Registrable Securities being registered in such Demand Registration or S-3 Registration. The Company shall have no obligation to pay any underwriting fees, discounts or commissions attributable to the sale of Registrable Securities by the Selling Holders, or any other selling or other out-of-pocket expenses of the Selling Holders except as expressly set forth in this Agreement.

ARTICLE IV

4.1 Indemnification by the Company.

(a) The Company agrees to indemnify and hold harmless each Selling Holder, its officers, directors and agents, and each Person, if any, who controls such Selling Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any loss, claim, damage or liability and any action in respect thereof to which such Selling Holder, its officers, directors and agents, and any such controlling Person may become subject under the Securities Act or otherwise, insofar as such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or prospectus relating to the Registrable Securities (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto) or any preliminary prospectus, or arises out of, or is based upon, any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and shall reimburse each Selling Holder, its officers, directors and agents, and each such controlling Person for any legal and other expenses reasonably incurred by that Selling Holder, its officers, directors and agents, or any such controlling Person in investigating or defending or preparing to defend against any such loss, claim, damage, liability or action. The Company also agrees to indemnify any Underwriters of the Registrable Securities, their officers and directors and each Person who controls such Underwriters on substantially the same basis as that of the indemnification of the Selling Holders provided in this Section 4.1.

(b) The indemnity agreement contained in Section 4.1(a) shall not apply to amounts paid in settlement of any such loss, claim, damage or liability and any action in respect thereof 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 in any such case for any loss, claim, damage, liability and any action in respect thereof to the extent that it arises from or is based upon written information relating to the Indemnified Party furnished expressly for use in connection with such registration by such Person, nor shall the Company be liable to any Person for any such loss, claim, damage or liability and any action in respect thereof to the extent it arises from or is based upon (a) any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement or prospectus relating to the Registrable Securities delivered by such Person after such Person had received written notice from the Company pursuant to Section 3.1(e) that such Registration Statement or prospectus contained such untrue statement or alleged untrue statement of a material fact and stating specifically that a Suspension Period is then in effect, (b) any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading after such Person has received written notice from the Company pursuant to Section 3.1(e) that such Registration Statement or prospectus contained such omission or alleged omission and stating specifically that a Suspension Period is then in effect, or (c) the failure of such Person to deliver any preliminary or final prospectus, or any amendments or supplements thereto, required under applicable securities laws, including the Securities Act, to be so delivered.

4.2 Indemnification by Selling Holders. Each Selling Holder agrees, severally but not jointly, to indemnify and hold harmless the Company, its officers, directors and agents and each Person, if any, who controls the Company within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to such Selling Holder, but only with reference to information related to such Selling Holder furnished in writing by such Selling Holder or on such Selling Holder's behalf expressly for use in any Registration Statement or prospectus relating to the Registrable Securities, or any amendment or supplement thereto, or any preliminary prospectus. Each Selling Holder also agrees to indemnify and hold harmless Underwriters of the Registrable Securities, their officers and directors and each Person who controls such Underwriters on substantially the same basis as that of the indemnification of the Company provided in this Section 4.2. In no event, however, shall any indemnity obligation under this Section 4.2 exceed the net proceeds from the offering received by such Selling Holder.

4.3 Conduct of Indemnification Proceedings. Promptly after receipt by any Person in respect of which indemnity may be sought pursuant to Section 4.1 or Section 4.2 (an "**Indemnified Party**") of notice of any claim or the commencement of any action, the Indemnified Party shall, if a claim in respect thereof is to be made against the Person against whom such indemnity may be sought (an "**Indemnifying Party**") promptly notify the Indemnifying Party in writing of the claim or the commencement of such action provided that the failure to notify the Indemnifying Party shall not relieve it from any liability which it may have to an Indemnified Party except to the extent of any actual prejudice resulting therefrom. If any such claim or action shall be brought against an Indemnified Party, and it shall notify the Indemnifying Party thereof, the Indemnifying Party shall be entitled to participate therein, and, to the extent that it wishes, jointly with any other similarly notified Indemnifying Party, to assume the defense thereof with counsel satisfactory to the Indemnified Party. After notice from the Indemnifying Party to the Indemnified Party of its election to assume the defense of such claim or action, the Indemnifying Party shall not be liable to the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense thereof; provided, however, that the Indemnified Party shall have the right to employ separate counsel to represent the Indemnified Party and its controlling Persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by the Indemnified Party against the Indemnifying Party, but the fees and expenses of such counsel shall be for the account of such Indemnified Party unless (i) the Indemnifying Party and the Indemnified Party shall have mutually agreed otherwise or (ii) based upon the advice of counsel of such Indemnified Party representation of both parties by the same counsel would be inappropriate due to actual or potential conflict of interests between them, in which case the Indemnifying Party shall be responsible for the reasonable fees and expense of one counsel for the Indemnified Party. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent (which consent shall not be unreasonably withheld, conditioned or delayed), but if settlement is made with such consent or if an Indemnified Party is entitled to indemnification hereunder and there is a final judgment for the plaintiff, the Indemnifying Party shall indemnify the Indemnified Party from and against any loss, claim, damage, or liability by reason of such settlement or judgment. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any claim or pending or threatened proceeding in respect of which the Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement includes an unconditional release of such Indemnified Party from all liability arising out of such claim or proceeding.

4.4 Contribution. If the indemnification provided for in this Article IV is unavailable to, or is insufficient to hold harmless, the Indemnified Parties in respect of any losses, claims, damages or liabilities referred to herein, then each such Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations; provided, however, that no person found guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) by a court of competent jurisdiction shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The relative fault of the indemnifying party and of the indemnified party 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 the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Each Selling Holder's obligations to contribute pursuant to this Section 4.4 are several in that proportion which the net proceeds of the offering received by such Selling Holding bears to the total net proceeds of the offering received by all the Selling Holders, and not joint.

The Company and the Selling Holders agree that it would not be just and equitable if contribution pursuant to this Section 4.4 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 immediately preceding paragraph. The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages or liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 4.4, no Selling Holder shall be required to contribute any amount in excess of the net proceeds from the offering received by such Selling Holder.

4.5 Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in any underwriting agreement entered into in connection with any underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

ARTICLE V

5.1 Participation in Underwritten Registrations. No Person may participate in any underwritten registration hereunder unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up agreements and other documents reasonably required under the terms of such underwriting arrangements and this Agreement.

5.2 Rule 144. The Company covenants that, after it becomes subject to the reporting obligations of the Exchange Act, it shall use reasonable best efforts to file any reports required to be filed by it under the Exchange Act and that it shall take such further action as any Stockholder (or Permitted Transferee) may reasonably request, all to the extent reasonably required from time to time to enable Stockholders (and Permitted Transferees) to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by (a) Rule 144 under the Securities Act, as such rule may be amended from time to time, or (b) any similar rule or regulation hereafter adopted by the SEC. Upon the request of any Stockholder (or Permitted Transferee), the Company shall deliver to such Stockholder (or Permitted Transferee) a written statement as to whether it has complied with such requirements.

5.3 Holdback Agreements.

(a) In connection with any registration statement filed by the Company for an underwritten public offering, each Stockholder of Registrable Securities (whether or not such Stockholder is participating in such registration) (i) agrees not to effect any sale or distribution of the security being registered or of a similar security of the Company, or any securities convertible into or exchangeable or exercisable for such securities, including a sale pursuant to Rule 144 or Rule 144A under the Securities Act, during the seven days prior to and during the 180 days (in the case of the Company's Qualified IPO) or 90 days (in the case of other underwritten public offerings) beginning on and continuing after the effective date of such registration statement (except as part of such registration) or such shorter period as may be reasonably requested by the managing underwriter, and (ii) agrees to enter into customary lock-up agreements reasonably requested by the Company or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. Each such holdback period in clause (i) and lock-up agreement described in clause (ii) shall apply equally to all Stockholders. Notwithstanding the foregoing, to the extent that the provisions contained in any underwriting agreement entered into in connection with any underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(b) With respect to a Demand Registration effected pursuant to Section 2.1 or an S-3 Registration effected pursuant to Section 2.2 hereof, the Company agrees not to effect any sale or distribution of any securities similar to those being registered in accordance with Section 2.1 or Section 2.2 hereof, or any securities convertible into or exchangeable or exercisable for such securities, during such period as is reasonably required by the Underwriter beginning on and continuing after the effective date of any registration statement (except as part of a registration statement where the Stockholder making such Demand Registration or S-3 Registration consents) or the commencement of a public distribution of Registrable Securities; provided, however, that the provisions of this paragraph (b) shall not prevent the conversion or exchange of any securities pursuant to their terms into or for other securities and shall not prevent the issuance of securities by the Company pursuant to any Registration Statement on Form S-4 or S-8 (or any substitute form that may be adopted by the SEC) or a Registration Statement filed in connection with an exchange offer or offering of securities solely to the Company's existing security holders, under any employee benefit, stock option or stock subscription plans or in private placements.

5.4 Limitations on Subsequent Registration Rights. From and after the date of this Agreement, the Company shall not, without the prior written consent of FSEP VI, enter into any agreement with any holder or prospective holder of any securities of the Company that would grant any registration rights to third parties that are more favorable than or inconsistent with the rights granted hereunder.

5.5 Successors and Assigns. This Agreement, and all obligations and rights hereunder, shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no rights of any Stockholder under this Agreement may be assigned to any Person other than to a Permitted Transferee of such Stockholder, and no such Permitted Transferee shall be allowed to further transfer or assign such rights to any third Person; and provided, further, that prior to (and as a condition precedent to the effectiveness of) any assignment or other transfer from a Stockholder to a Permitted Transferee thereof, such Permitted Transferee shall enter into a written agreement with such Stockholder and the Company (which shall also be for the benefit of the other parties hereto and all other Permitted Transferees), in form and substance reasonably satisfactory to the Company, agreeing to be bound by all terms and conditions of this Agreement which are applicable to such Stockholder.

5.6 No Waivers; Amendments.

(a) No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(b) This Agreement may be amended, modified or supplemented only with the written consent of FSEP and Reed. Any such amendment, modification or supplement so consented to in writing shall be binding upon the parties hereto and their successors and permitted assigns (if any).

(c) Any provision of this Agreement may be waived if, but only if, such waiver is in writing and is signed by the party against whom the enforcement of such waiver is sought.

5.7 Notices. All notices, requests, demands and other communications under this Agreement must be in writing and will be deemed duly given, unless otherwise expressly indicated to the contrary in this Agreement, (i) when personally delivered, (ii) upon receipt of a telephonic facsimile transmission with a confirmed telephonic transmission answer back or (iii) one (1) business day after having been dispatched by a nationally recognized overnight courier service, addressed to the parties or their permitted assigns at the addresses set forth on Exhibit A (or at such other address or number as is given in writing by either party to the other).

5.8 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to any conflicts or choice of law principles that would require the application of the laws of any other jurisdiction.

5.9 Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

5.10 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdictions, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law.

5.11 Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

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

COMPANY:

ARHAUS, INC.,
a Delaware corporation

By: /s/ John Reed
Name: John Reed
Title: Chief Executive Officer

FS EQUITY PARTNERS VI, L.P.,
a Delaware limited partnership

By: FS CAPITAL PARTNERS VI, LLC, Its General Partner

By: /s/ Brad J. Brutocao
Name: Brad J. Brutocao
Title: Managing Member

FS AFFILIATES VI, L.P.,
a Delaware limited partnership

By: FS CAPITAL PARTNERS VI, LLC, Its General Partner

By: /s/ Brad J. Brutocao
Name: Brad J. Brutocao
Title: Managing Member

2018 REED DYNASTY TRUST U/A/D DECEMBER 24, 2018

By: /s/ William T. Beargie
Name: William T. Beargie
Title: Trustee

By: /s/ Albert T. Adams
Name: Albert T. Adams
Title: Trustee

JOHN P. REED TRUST, U/A/D APRIL 29, 1985

By: /s/ John Reed
Name: John Reed
Title: Trustee

REED 2013 GENERATION SKIPPING TRUST U/A/D OCTOBER 22, 2013

By: /s/ William T. Beargie
Name: William T. Beargie
Title: Trustee

By: /s/ Albert T. Adams
Name: Albert T. Adams
Title: Trustee

THE JOHN P. REED 2019 GRAT U/A/D DECEMBER 31, 2019

By: /s/ John Reed
Name: John Reed
Title: Trustee

STARRETT FAMILY TRUST, DATED 4-11-99

By: /s/ Peter Starrett
Name: Peter Starrett
Title: Trustee

[Signature Page to Registration Rights Agreement]

/s/ Gregory M. Bettinelli

GREGORY M. BETTINELLI

[Signature Page to Registration Rights Agreement]

/s/ Norman S. Matthews

NORMAN S. MATTHEWS

[Signature Page to Registration Rights Agreement]

SCHEDULE A

FS STOCKHOLDERS AND ADDRESSES FOR NOTICE

FS Stockholder	Address for Notice
FS Equity Partners VI, L.P.	c/o Freeman Spogli & Co. 11100 Santa Monica Blvd., Suite 1900 Los Angeles, CA 90025 Attention: Brad Brutocao Facsimile: (310) 444-1870 with a copy to: Morgan, Lewis & Bockius LLP 101 Park Avenue New York, NY 10178 Attention: Christina Edling Melendi Facsimile: (212) 309-6001
FS Affiliates VI, L.P.	c/o Freeman Spogli & Co. 11100 Santa Monica Blvd., Suite 1900 Los Angeles, CA 90025 Attention: Brad Brutocao Facsimile: (310) 444-1870 with a copy to: Morgan, Lewis & Bockius LLP 101 Park Avenue New York, NY 10178 Attention: Christina Edling Melendi Facsimile: (212) 309-6001
Starrett Family Trust, Dated 4-11-99	Peter Starrett 1765 Alta Mura Road Pacific Palisades, CA 90272
Norman Matthews	Norman Matthews One the Crossing at Blind Brook Purchase, NY 10577
Greg Bettinelli	Greg Bettinelli 410 23rd Street Santa Monica, CA 90402

SCHEDULE B

REED STOCKHOLDERS AND ADDRESSES FOR NOTICE

Reed Stockholder	Address for Notice
John Reed	Arhaus, Inc. 51 E. Hines Hill Road Boston Heights, OH 44236 Attention: John Reed
2018 Dynasty Trust	Baker & Hostetler LLP 127 Public Square, Suite 2000 Cleveland, OH 44114 Attention: Albert Adams
John P. Reed Trust U/A/D 4/29/85	Arhaus, Inc. 51 E. Hines Hill Road Boston Heights, OH 44236 Attention: John Reed
The Reed 2019 GRAT	Arhaus, Inc. 51 E. Hines Hill Road Boston Heights, OH 44236 Attention: John Reed
The Reed 2013 GST Trust	Baker & Hostetler LLP 127 Public Square, Suite 2000 Cleveland, OH 44114 Attention: Albert Adams

Exhibit 7.4

JOINT FILING AGREEMENT AND POWER OF ATTORNEY

The undersigned hereby agree, pursuant to Rule 13d-1(k)(1) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that a Joint Schedule 13D or Schedule 13G and any amendment thereto be filed on behalf of each signatory to this Joint Filing Agreement and Power of Attorney, in respect of common shares of Arhaus, Inc., a Delaware corporation (the "Company").

Know all by these presents, that the undersigned hereby constitute and appoint each of Suzanne Hanselman, Charlotte Pasiadis and Tess Wafelbakker, signing singly, the undersigned's true and lawful attorney-in-fact to:

execute for and on behalf of the undersigned, in the undersigned's capacity as a beneficial owner of common shares of the Company, reports to the United States Securities and Exchange Commission (the "SEC") on Form ID, Schedule 13D and Schedule 13G, as applicable, and any amendments thereto in accordance with the Exchange Act and the rules thereunder (the "Schedules"); and

do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute such Form ID, the Schedules, complete and execute any amendment or amendments thereto, and timely file such Schedules with the SEC and any stock exchange or similar authority.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is the Company assuming, any of the undersigned's responsibilities to comply with Section 13 of the Securities Exchange Act of 1934.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file the Schedules with respect to the undersigned's beneficial ownership of the Company's common shares, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

[Signature page follows]

Date: November 15, 2021

JOHN P. REED TRUST DATED 4/29/1985

By: /s/ John P. Reed
John P. Reed, Trustee

By: /s/ John P. Reed
John P. Reed