

**SHARE PURCHASE AGREEMENT**

**Dated February 2, 2015**

**By and Among**

**1SPATIAL HOLDINGS LIMITED,**

**(“Buyer”)**

**STEVEN COX,**

**(“Seller”)**

**MARY BRAUER-COX,**

**(“Optionor”)**

**and**

**LASER-SCAN INCORPORATED**

**(the “Company”)**

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## SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (the “Agreement”) is entered into as of the 2nd day of February, 2015 (the “Effective Date”), by and among 1Spatial Holdings Limited, a company incorporated and registered in England and Wales (“Buyer”), Steven Cox (“Seller”), Mary Brauer-Cox (“Optionor”) and Laser-Scan Incorporated, a Delaware corporation (the “Company” and together with Buyer, Seller, and Optionor, the “Parties” and each, a “Party”).

WHEREAS, the Shareholders collectively own fifty one (51) shares of Common Stock (the “Shares”), which constitute all of the issued and outstanding Equity Interests of the Company;

WHEREAS, Seller is the holder of twenty four (24) shares of Common Stock (the “Seller Shares”);

WHEREAS, concurrently with their entry into this Agreement, Buyer, Optionor, and the Company entered into that certain Option Agreement (the “Option Agreement”), attached hereto as Exhibit A, pursuant to which, among other things, Optionor granted Buyer an exclusive irrevocable option to acquire Optionor’s twenty seven (27) shares of Common Stock;

WHEREAS, the Parties desire to enter into an agreement pursuant to which, among other things, Seller shall sell and Buyer shall purchase the Seller Shares on the terms and subject to the conditions of this Agreement (the “Transaction”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

### ARTICLE I - DEFINITIONS

#### Section 1.1 Defined Terms.

As used herein, the terms below shall have the following meanings:

“1Spatial UK” means 1Spatial PLC, a UK corporation.

“Accounts Receivable” has the meaning set forth in Section 3.12.

“Acquisition Proposal” means any offer or proposal (other than the transactions contemplated by the Transaction Documents) relating to any of the following: (i) any business combination (whether effected by merger, consolidation, reorganization, recapitalization or otherwise) involving the Company or (ii) any transaction or series of related transactions involving the sale, license or other transfer to a third party of all or any significant portion of the capital stock or all or any significant portion of the Assets of the Company.

“Action” means any action, claim, suit, litigation, proceeding, arbitration, or investigation pending before or brought by a Governmental Authority or arbitral body.

“Admitted” means, if necessary, the admission of any Consideration Shares pursuant to a placing conducted after the date hereof to AIM.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such specified Person through one or more intermediaries or otherwise. For the purposes of this definition, “control” means, where used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the term “controlled” has the correlative meaning.

“Affiliate Transaction” means any transaction (including loans) between the Company, on the one hand, and any Affiliate of the Company, any of the Shareholders, any officer, director, employee or shareholder of the Company or their respective Affiliates or relatives, on the other hand.

“Agreement” has the meaning set forth in the Preamble.

“AIM” means AIM, a market sponsored by the London Stock Exchange plc.

“Amended and Restated Charter” means the Company’s First Amended and Restated Certificate of Incorporation, which the Company shall adopt and file with the Secretary of State of the State of Delaware on or before the Effective Date, attached hereto as Exhibit B.

“Assets” means the right, title and interest of the Company in properties, assets and rights of any kind, whether tangible or intangible, real or personal.

“Business Day” means a day, other than a Saturday or Sunday or other day, on which commercial banks in Washington, D.C., are open for the general transaction of business.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Indemnified Parties” has the meaning set forth in Section 7.1(a)(i).

“Bylaws” has the meaning set forth in Section 3.5.

“Cash” means the cash and cash equivalent on hand held without limitation or restriction of any kind net of any overdrafts and less all outstanding checks and deposits in transit, of the Company.

“CEDR” has the meaning set forth in Section 8.3(a).

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.

“Closing” means the consummation of the transactions contemplated by this Agreement on the Closing Date.

“Closing Date” has the meaning set forth in Section 2.4(a).

III. “Closing Disclosure Schedules” has the meaning set forth in the first paragraph of Article

“Code” means the Internal Revenue Code of 1986, as amended.

“Common Stock” means the common stock, par value \$100.00 per share, of the Company.

“Company” has the meaning set forth in the Preamble.

“Company Business” means providing geospatial software solutions or reselling third party geospatial software solutions, including cartographic production services, to mapping and defense agencies.

“Company Intellectual Property” has the meaning set forth in Section 3.18(a).

“Company Employee Plans” has the meaning set forth in Section 3.22.

“Confidentiality Agreement” means that certain Mutual Non-Disclosure Agreement, by and between ISpatial UK and the Company, dated March 5, 2014.

“Consideration Shares” means ordinary shares in the capital of Buyer.

“Consents” means any and all Permits and any and all notices to, consents, approvals, clearances, ratifications, permissions, authorizations or waivers from third Persons, including from any Governmental Authority.

“Contracts” means all agreements, contracts, subcontracts, leases (whether for real or personal property), purchase orders, covenants not to compete, employment agreements, confidentiality agreements, licenses, instruments, notes, options and warranties to which the Company is a party or by which the Company or any of its Assets are bound, whether written or oral.

“Court Order” means any judgment, decision, decree, consent decree, injunction, ruling or order of any Governmental Authority that is binding on any Person or its property under applicable Laws.

“Current Balance Sheet Date” means the date of the balance sheet included in the Current Quarterly Financial Statements.

“Current Financial Statements” means, collectively, the Current Quarterly Financial Statements and the audited financial statements of the Company as of the two (2) most recent fiscal years and the related audited statements of income, changes in stockholders’ equity and cash flows for such periods.

“Current Quarterly Financial Statements” means the most recent quarter-end unaudited balance sheet of the Company and the related unaudited statements of income, changes in stockholders’ equity and cash flows for the fiscal year in which such quarter occurs.

“Disclosure Schedules” has the meaning set forth in the first paragraph of Article III.

“Dispute” has the meaning set forth in Section 8.3(a).

“Distribution Amount” means the amount equal to the Company’s Net Assets less one million three hundred thousand dollars (\$1,300,000).

“Effective Date” has the meaning set forth in the Preamble.

“Employee” means all Persons employed by the Company on a full or part-time basis, whether on active status or on leaves of absence.

“Environmental Laws” means any applicable federal, state, territorial, provincial, foreign or local law, common law doctrine, rule, order, decree, judgment, determination, injunction, license, permit or regulation or other Law relating to pollution, environmental matters, or public or employee health or safety matters, including those pertaining to land use, air, soil, surface water, ground water (including the protection, cleanup, removal, remediation or damage thereof), together with any other Law relating to emissions, discharges, releases or threatened releases of any pollutant or contaminant including medical, chemical, biological, biohazardous or radioactive waste and materials, into ambient air, land, surface water, groundwater, personal property or structures, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, discharge or handling of any contaminant, including CERCLA, RCRA, the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), and OSHA, as such of the foregoing are in effect as of, after or prior to the Closing Date and any analogous federal or state or local laws, statutes and regulations promulgated thereunder as are in effect as of, after or prior to the Closing Date.

“Equitable Exceptions” has the meaning set forth in Section 3.1.

“Equity Interests” means issued and outstanding capital stock, partnership interests, limited liability company interests or other indicia of equity ownership (including any profits interest) or any other security convertible into, or with a right to acquire any of the above.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Final Determination” has the meaning set forth in Section 7.5.

“Fraud” means any intentional misrepresentation, deceit or concealment of a material fact with the intention of depriving a Person of property or legal rights.

“Fundamental Representations” has the meaning set forth in Section 7.4(a)(ii).



“GAAP” means U.S. generally accepted accounting principles, consistently applied, as in effect from time to time.

“Government Contract” means any prime contract, subcontract, teaming agreement, joint venture, basic ordering agreement, blanket purchase agreement, pricing agreement, letter contract, contract awarded under the Federal Supply Schedule program, purchase order, task order or delivery order or other Contract or similar arrangement of any kind, between the Company and (i) any Governmental Authority; (ii) any prime contractor of a Governmental Authority in its capacity as prime contractor; or (iii) any subcontractor (or lower tier subcontractor) with respect to any Contract of a type described in clauses (i) or (ii) above

“Governmental Authority” means any court, administrative agency, regulatory body, commission or other governmental authority or instrumentality of the U.S. or any other country or any state, county, municipality or other governmental division of the U.S. or any other country.

“Hazardous Wastes” means any chemical, pollutant, contaminant, pesticide, petroleum product or byproduct, radioactive substance, solid waste (hazardous or extremely hazardous), special, dangerous or toxic waste, hazardous or toxic substance, chemical or material regulated, listed, referred to, limited or prohibited under any Environmental Law, including: (i) friable or damaged asbestos, asbestos-containing material, polychlorinated biphenyls (PCBs), solvents and waste oil; (ii) any “hazardous substance” as defined under CERCLA or any Environmental Law; (iii) any hazardous waste defined under RCRA or any Environmental Law; and (iv) even if not prohibited, listed, limited or regulated by an Environmental Law, all pollutants, contaminants, or hazardous, dangerous or toxic chemicals, materials or wastes or any other wastes, materials or substances, including any industrial process or pollution control waste (whether or not hazardous within the meaning of RCRA) which could pose a hazard to the environment, or the health and safety of any person or impair the use or value of any portion of the property of the Company or any of its Subsidiaries, or for which Liability or standards of conduct can be imposed pursuant to Environmental Laws.

“Indebtedness” means, without duplication, with respect to any Person, (i) all indebtedness for the repayment of borrowed money, whether or not represented by bonds, debentures, notes or similar instruments; (ii) all obligations of such Person as lessee under leases that are capital leases (as determined in accordance with GAAP); (iii) all obligations to pay the deferred purchase or acquisition price of property or services, other than trade accounts payable (other than for borrowed money) arising, and accrued expenses incurred, in the ordinary course of business; (iv) any indebtedness secured by a Lien on the assets of a Person; (v) any Liability under any hedging or swap agreement; and (vi) any obligation under any performance or surety bond or letter of credit, but only to the extent drawn or called prior to the Closing Date, First Payment Date or the Second Payment Date (each as defined in the Option Agreement), as applicable; in each case for items (i) through (vi) foregoing, with respect to which a Person is liable, contingently or otherwise, as obligor, guarantor or otherwise, in each case including all accrued and unpaid interest thereon, and all premiums, penalties, fees and other amounts related to the payment of such amounts on the Closing Date, First Payment Date or the Second Payment Date, applicable.

“Indemnifiable Costs” has the meaning set forth in Section 7.1(a)(i).

“Indemnification Agreement” means that certain Indemnification Agreement, by and between the Company, Claire Milverton, and Mary Brauer-Cox, substantially in the form attached hereto as Exhibit C.

“Indemnified Parties” has the meaning set forth in Section 7.1(b).

“Indemnifying Party” has the meaning set forth in Section 7.2(b).

“Indemnification Threshold” has the meaning set forth in Section 7.4(c).

“IRS” means the Internal Revenue Service.

“Law” means, with respect to any Person, any federal, state, local or other statute, law, ordinance, rule, regulation, order, writ, injunction, judgment, award, decision, ruling or decree of any Governmental Authority applicable to such Person or any of such Person’s property or Assets.

“Liability” means with respect to any Person any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by such Person of any type, whether accrued, absolute, contingent, matured, unmatured, liquidated or unliquidated.

“Lien” means any mortgage, lien, claim, pledge, charge, assessment, lease, levy, community property interest, condition, equitable interest, right-of-way, easement, encroachment, security interest, preemptive right, right of first refusal or similar restriction or right, option, judgment, title defect or lien of any kind.

“Material Adverse Effect” means with respect to the Company, any change, effect, event, circumstance, occurrence or state of facts that, individually or in the aggregate, has had or would reasonably be expected to (i) have a material adverse effect on the Company Business, properties, Assets, Liabilities, results of operations or condition of the Company or (ii) prevent or materially delay the ability to consummate the transactions contemplated by this Agreement or the Option Agreement; provided, that none of the following shall, in each case, be deemed to constitute a “Material Adverse Effect” and shall not be considered in determining whether a “Material Adverse Effect” has occurred pursuant to clause (i) above: (a) changes in general economic or political conditions or the financing or capital markets in general in geographic areas where the Company operates that does not disproportionately affect the Company as compared to other companies in its industry; (b) changes in laws, rules, regulations or orders of any Governmental Authority or interpretations thereof by any Governmental Authority or changes in accounting requirements or principles applicable to Buyer or the Company, in each case after the date hereof; (c) changes affecting generally the industries or markets in which the Company operates that does not disproportionately affect the Company as compared to other companies in its industry, and (d) any natural disaster or any acts of terrorism, military action or war (whether or not declared) that does not disproportionately affect the Company as compared to other companies in its industry.

“Material Contracts” has the meaning set forth in Section 3.14(a).

“Mediation Notice” has the meaning set forth in Section 8.3(b).

“Net Assets” means the value of the total Assets less total Liabilities of the Company as of the Closing Date (as reflected on the Company’s financial statements as of the Closing Date and as agreed by the Buyer and the Shareholders).

“OSHA” means the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq.

“Optionor” has the meaning set forth in the Preamble.

“Option Agreement” has the meaning set forth in the recitals.

“Optionor’s Portion” means fifty three percent (53%), the percentage that the Optionor’s shares of Common Stock represent of all the Equity Interests of the Company immediately prior to the Closing.

“Parties” and “Party” have the meanings set forth in the Preamble.

“Permitted Exception” means (i) Liens for Taxes and other governmental charges and assessments which (A) are not yet due and payable or (B) that are being contested in good faith and by appropriate proceedings, and adequate reserves (as determined in accordance with GAAP) have been established on the books of the Company with respect thereto; (ii) Liens of landlords and Liens of carriers, warehousemen, mechanics and materialmen and other like liens arising in the ordinary course of business for sums not yet due and payable or that are being contested in good faith and by appropriate proceedings, and adequate reserves, if required (as determined in accordance with GAAP), have been established on the books of the Company with respect thereto; (iii) in the case of real estate only, easements, restrictions and covenants of record which do not materially impact the occupancy or use of the Leased Real Property by the Company for the purposes for which it is currently used in connection with the Company Business; and (iv) other Liens or imperfections on property which do not materially detract from the value or the existing use of the property affected by such lien or imperfection.

“Person” means any person or entity, whether an individual, trustee, corporation, partnership, limited partnership, limited liability company, trust, unincorporated organization, business association, firm, joint venture, Governmental Authority or other entity of any kind.

“Purchase Price” has the meaning set forth in Section 2.2.

“RCRA” means the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.

“Representative” of any Person means any officer, director, principal, attorney, accountant, agent, employee or other representative of such Person.

“Securities Act” means the Securities Act of 1933, as amended.

“Seller” has the meaning set forth in the Preamble.

“Seller Shares” has the meaning set forth in the recitals.

“Seller’s Portion” means forty seven percent (47%), the percentage that the Seller Shares represent of all the Equity Interests of the Company immediately prior to the Closing.

“Shareholder Indemnified Parties” has the meaning set forth in Section 7.1(b).

“Shares” has the meaning set forth in the recitals.

“Shareholders” means Seller and Optionor.

“Stub Period” has the meaning set forth in Section 5.5.

“Stub Period Tax Return” has the meaning set forth in Section 5.5.

“Subsidiary” means, with respect to any Person, (i) any corporation of which at least fifty percent (50%) of the securities or interests having, by their terms, ordinary voting power to elect members to the board of directors, or other persons performing similar functions with respect to such corporation, is held, directly or indirectly, by such Person or (ii) any partnership or limited liability company of which (a) such Person is a general partner or managing member or (b) such Person possesses a fifty percent (50%) or greater interest in the total capital or total income of such partnership or limited liability the Company.

“Takeover Statutes” means a “fair price,” “moratorium,” “control share acquisition” or other similar antitakeover statute or regulation enacted under applicable Laws.

“Tax” or “Taxes” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, escheat, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, ad valorem, value added, alternative or add-on minimum or estimated tax or any other similar governmental charges in the nature of a tax, including any interest, penalty, or addition thereto, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the Tax Liability of any other Person.

“Tax Proceeding” has the meaning set forth in Section 5.8.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“to the knowledge” or “knowledge” of the Company or any similar phrase means the knowledge of the Shareholders; provided that an individual will be deemed to have “knowledge” of a particular fact or other matter if (a) such individual is actually aware of such fact or other matter or (b) a prudent individual would be reasonably expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable inquiry concerning the existence of such fact or other matter.

“Transaction” has the meaning set forth in the recitals.

“Transaction Documents” means this Agreement, the Option Agreement, and such other documents, certificates and agreements contemplated by any of the foregoing.

“Treasury Regulations” means the Treasury Regulations issued under the Code.

“Updated Disclosure Schedules” has the meaning set forth in the first paragraph of Article III.

## Section 1.2 Construction.

When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or a Section of this Agreement unless otherwise indicated. Whenever the context requires: (i) the singular shall include the plural and vice versa; (ii) the masculine gender shall include the feminine and neuter genders; (iii) the feminine gender shall include the masculine and neuter genders; and (iv) the neuter gender shall include the masculine and female genders. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. All Schedules and Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” References to “*U.S.*” are to the United States of America. References to “dollars” or “\$” are to U.S. dollars. Language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

## ARTICLE II – AGREEMENT OF PURCHASE AND SALE; CLOSING

Section 2.1 Agreement to Sell and Purchase. Upon the basis of the representations and warranties, for the consideration, and subject to the terms, covenants and conditions set forth in this Agreement, Seller shall sell to Buyer all of the Seller Shares and Buyer shall purchase the Seller Shares from Seller, free and clear of all Liens, in exchange for the payment by Buyer to the Seller of an amount equal to the Purchase Price.

Section 2.2 Purchase Price. The “Purchase Price” shall equal two million two hundred fifty thousand dollars (\$2,250,000).

Section 2.3 Payment at Closing. At Closing, Buyer shall wire the Purchase Price, by wire transfer of immediately available funds, to an account previously specified in writing by Seller.

## Section 2.4 Closing.

(a) Closing Time. The Closing of the Transaction contemplated by this Agreement shall take place at the offices of Brown Rudnick, 8 Clifford Street, London, W1S 2LQ on 2 February 2015 or such other date or location agreed to by the Parties and, if necessary, by the delivery of electronic signature pages by the Parties (the “Closing Date”).

(b) Actions at Closing. At the Closing, (i) Seller and/or Optionor, as applicable, will deliver to Buyer the various certificates, instruments, and documents referred to in Section 6.1(f) below; (ii) Buyer will deliver to Seller and/or Optionor, as applicable, the documents referred to in Section 6.2(b) below; (iii) Seller will deliver to Buyer assignments or stock certificates representing all of the Seller Shares, endorsed in blank or accompanied by duly executed assignment documents; and (iv) Buyer will deliver the Purchase Price in the manner specified in Section 2.3 above.

Section 2.5 Withholding. Buyer shall be permitted to withhold any amount (Tax or otherwise) required to be withheld from the payments hereunder and any such amounts so withheld shall be treated as paid to the Seller for purposes of this Agreement.

### ARTICLE III – REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDERS

Each Shareholder individually and not jointly represents and warrants to Buyer that the representations and warranties contained in Sections 3.1 and 3.2 are true, correct and complete with respect to such Shareholder. The Shareholders jointly and severally represent and warrant to Buyer that, subject to the specific qualifications and limitations set forth herein, the remaining statements contained in this Article III are true, correct and complete as of the Closing Date except as set forth in the disclosure schedules delivered by the Shareholders to Buyer on the Closing Date (the “Closing Disclosure Schedules”). If Buyer exercises the Option pursuant to the terms of the Option Agreement, Optionor shall individually and not jointly represent and warrant to Buyer that the representations and warranties, subject to the specific qualifications and limitations set forth herein, are true, correct and complete as of the First Payment Date and the Second Payment Date (each as defined in the Option Agreement), as applicable, except as set forth in the disclosure schedules delivered by Optionor to Buyer on the First Payment Date and the Second Payment Date (each as defined in the Option Agreement) (the “Updated Disclosure Schedules” and together with the Closing Disclosure Schedules, the “Disclosure Schedules”). Items disclosed on any one Schedule of the Disclosure Schedules will be deemed to be disclosed for any other Schedule of the Disclosure Schedules to which such item reasonably appears on its face to apply. The Disclosure Schedules will be arranged in Schedules corresponding to the lettered and numbered paragraphs contained in this Article III.

Section 3.1 Due Authorization. Each Shareholder has full power, right and authority to enter into and perform his or her respective obligations under this Agreement and each of the Transaction Documents to which such Shareholder is a party and to carry out the transactions contemplated hereby and thereby. This Agreement and each of the Transaction Documents to which each Shareholder is a party have been duly executed and delivered by each Shareholder and constitute the valid and binding obligations of each Shareholder and are enforceable against each Shareholder in accordance with their respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, moratorium and similar Laws affecting the enforceability of creditors’ rights and remedies in general or by general principles of equity (collectively, the “Equitable Exceptions”). Except as set forth on Schedule 3.1, no (i) Permits, approvals or Consents of or notifications to any Governmental Authority or (ii) approvals, Consents of or notifications to any other Persons are necessary in connection with the execution, delivery and performance by the Shareholders of this Agreement and the Transaction Documents and the consummation by the Shareholders of the transactions contemplated thereby.

Section 3.2 Title to Shares. Each Shareholder has good and marketable title (beneficially and of record) to all of the Shares owned by him or her, as set forth in Schedule 3.2, except for restrictions imposed by applicable federal and state securities laws, free and clear of any Liens. None of the Shares is subject to any outstanding option, warrant, call, preemptive right or similar right of any other Person to acquire the same, and, none of the Shares is subject to any Lien except for restrictions imposed by applicable federal and state securities laws. Upon consummation of the transactions contemplated herein and by the Option Agreement in accordance with the terms hereof and thereof, Buyer will hold good and marketable title to all of the Shares, free and clear of any preemptive or similar rights or Liens, other than restrictions imposed by applicable federal and state securities laws and Liens resulting from acts, events, or circumstances solely within the control of Buyer.

Section 3.3 Organization and Qualification. Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Company has full corporate power and authority to carry on its business as it is now being conducted and to own or hold under lease the properties and Assets it now owns or holds under lease. Schedule 3.3 sets forth each jurisdiction where the Company is qualified, licensed or admitted to do business. Company is duly qualified, licensed or admitted to transact business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of the Company Business makes such qualification, licensing or admission necessary, except the failure of which would not have a Material Adverse Effect on the Company.

Section 3.4 Subsidiaries. Company has no, and has never had any, Subsidiaries nor any Equity Interests of other Person. Company is not a participant in any joint venture, partnership or similar arrangement.

Section 3.5 Certificate of Incorporation, Bylaws, Officers and Directors. Attached as Schedule 3.5 are complete and correct copies of the Amended and Restated Certificate and all amendments thereof to date, as filed with the Secretary of State of the State of Delaware, and the Company's Bylaws, as amended to date (the "Bylaws"), certified by an officer of the Company. Schedule 3.5 contains a complete and correct list of all of the officers and directors of the Company.

Section 3.6 Capital Stock. Schedule 3.6 sets forth all of the Equity Interests and the total number of issued and outstanding Equity Interests of the Company, as well as the holders thereof. All of the Shares are validly issued, fully paid and nonassessable. All of the Shares are owned, beneficially and of record, by the Shareholders. Company has no Equity Interests other than the Shares. The Equity Interests of the Company are free and clear of any Liens, except for restrictions imposed by applicable federal and state securities laws. No Equity Interests of the Company are subject to, nor have been issued in violation of, preemptive or similar rights. All issuances, sales and repurchases by the Company of its Equity Interests have been effected in compliance with all applicable Laws, including applicable federal and state securities laws.

Section 3.7 Convertible Securities, Options. Company has no Equity Interests convertible into or exchangeable for shares of its Equity Interests or containing profit participation features or phantom equity rights, and the Company has no outstanding options, warrants or rights to subscribe for or to purchase any of its Equity Interests or any stock or

securities convertible into or exchangeable for its Equity Interests. Company is not subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interests or any warrants, options or other rights to acquire its capital stock. There are no voting agreements, voting trusts or other agreements (including contractual or statutory preemptive rights or cumulative voting rights), commitments or understandings with respect to the voting or transfer of the Equity Interests of the Company.

Section 3.8 Books and Records. The books of account, minute books, stock record books, and other records of the Company are complete and correct in all respects. No meeting of any shareholders, board of directors, or any committee of the board of directors of the Company has been held for which minutes have not been prepared and are not contained in such minute books except where the failure to have minutes prepared and/or included in the minute books would not reasonably be expected to have a Material Adverse Effect.

Section 3.9 Transaction Not a Breach. Except as set forth on Schedule 3.9, neither the execution and delivery of this Agreement and the Transaction Documents by the Company or any Shareholder nor the performance by the Company or any Shareholder of the transactions contemplated by the Transaction Documents will:

(a) violate or conflict with or result in a breach (with or without the lapse of time, the giving of notice or both) of any provision of any Laws or Court Orders binding on the Company or any Shareholder or to which any of their respective assets are subject;

(b) contravene, conflict with or result in a violation of any provision under the Amended and Restated Charter or the Bylaws;

(c) conflict with, violate or result in a breach (with or without the lapse of time, the giving of notice or both) of, require a consent, material payment or penalty under, constitute a default (with or without the lapse of time, the giving of notice or both) under, result in the acceleration of, or permit any Person to terminate, modify, cancel, accelerate or declare due and payable prior to its stated maturity, any Material Contract or Government Contract applicable to the Company or any Shareholder;

(d) result in the creation or imposition of any Lien upon the Shares or on the Assets or properties of the Company; or

(e) require any authorization, consent, approval or other action by or notice to any Governmental Authority.

Section 3.10 Compliance with Applicable Laws. Except as set forth on Schedule 3.10, the Company is and has been for the past five (5) years in compliance with all applicable Laws, Permits and Court Orders (to which it or its properties, Assets, personnel or business activities are subject). Except as set forth on Schedule 3.10, no written and, to the knowledge of the Company, no verbal notices have been received by and no claims have been filed against any Shareholder or their respective Affiliates or the Company during the previous five (5) years alleging a violation of any such Laws, Permits or Court Orders. Company is not, and for the past five (5) years has not been, a party to, bound by or affected by, any material Court Order (or agreement entered into in any administrative, judicial or arbitration proceeding with any



Governmental Authority) with respect to any of the Company's properties, Assets, personnel or business activities. Except as set forth on Schedule 3.10, the Company is not, and for the past five (5) years has not been, in violation of, or delinquent in respect to, any Laws, Permits or Court Orders (to which it or its properties, Assets, personnel or business activities are subject), arising out of, resulting from or in any way connected with the operation of the Company. Company has filed with the proper Governmental Authorities all statements and reports required by all applicable Laws, Permits and Court Orders to which the Company or any of its Employees, consultants or independent contractors (because of their activities on behalf of the Company) are subject.

Section 3.11 Financial Statements; Undisclosed Liabilities. Company has delivered to Buyer the Current Financial Statements. The Current Financial Statements have been prepared from the books and records of the Company as prepared and maintained in the ordinary course of business. Except as disclosed therein, the Current Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the periods indicated, except that the Current Quarterly Financial Statements may not contain footnotes required by GAAP. The Current Financial Statements present fairly, in all respects, the financial condition and operating results of the Company as of the respective dates, and for the respective periods, indicated therein, subject to normal year-end audit adjustments. Except as set forth on Schedule 3.11, the Company does not have any undisclosed Liabilities except (i) Liabilities reflected in the Current Financial Statements; (ii) material Liabilities incurred since the Current Balance Sheet Date that have arisen in the ordinary course of business; and (iii) material obligations under Contracts and commitments incurred in the ordinary course of business or disclosed on the Disclosure Schedules, and other liabilities not required under GAAP to be reflected in the Current Financial Statements.

Section 3.12 Accounts Receivable. A complete and accurate list of all amounts of all accounts and notes receivable, unbilled invoices and other debts owed to the Company (collectively, the "Accounts Receivable") together with an aging schedule is attached hereto as Schedule 3.12. The Accounts Receivable arose from bona fide transactions with unaffiliated third parties in the ordinary course of business, are a true and correct statement of the account for products or services actually sold to or performed for and accepted by such account debtor, and the allowance for doubtful accounts provided in the Current Monthly Financial Statements was determined in good faith in accordance with GAAP.

Section 3.13 Taxes.

(a) Company (and any predecessor of Company) has been a validly electing "S" corporation within the meaning of Sections 1361 and 1362 of the Code at all times during its existence up to and including the day before the Closing Date.

(b) Company has timely filed all Tax Returns that Company was required to file pursuant to applicable Laws and regulations. All such Tax Returns are complete and correct in all material respects.

(c) Company (i) has paid all Taxes due and owing, whether or not shown on any Tax Returns and (ii) has withheld all federal, state, local and foreign Taxes required to be

withheld with respect to its Employees, independent contractors, creditors, stockholders, or otherwise.

(d) There is no Tax deficiency proposed in writing or assessed against the Company that is not accurately reflected as a Liability in the Current Financial Statements, nor has the Company executed any waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax which waiver or extension is currently in effect. There are no pending or threatened, audits, examinations, investigations or other proceedings in respect of any Tax matter of the Company. No Governmental Authority has given written notice to the Company in a jurisdiction where the Company does not file Tax Returns that the Company is (or may be) subject to Tax by that jurisdiction.

(e) Company does not have any Liability for unpaid Taxes that have not been properly accrued for under GAAP and reserved for in the Current Financial Statements, whether asserted or unasserted, contingent or otherwise or which accrued after the Current Financial Statements in the ordinary course of business.

(f) The Company is not a party to any agreement, Contract, arrangement, or plan that has resulted or could result, separately or in the aggregate, in the payment of any “excess parachute payment” within the meaning of Section 280G of the Code (or any corresponding provision of state, local, or non-U.S. Tax Law).

(g) Company does not, nor has it ever, documented or operated a “nonqualified deferred compensation plan” (as defined in Section 409A(d)(1) of the Code). Company has no obligation to make any reimbursement or other payment to any person with respect to any Tax imposed under Section 409A of the Code.

(h) Company is not a party to any indemnification, allocation or sharing agreement with respect to Taxes or has any Liability for Taxes of any Person under Treasury Regulation Section 1.1502-6, Treasury Regulation Section 1.1502-78 or any similar state, local or foreign Laws, as a transferee or successor, or otherwise.

(i) Company has made available to Buyer correct and complete copies of all Tax Returns required to have been filed by the Company, examination reports and statements of deficiencies for taxable periods, or transactions consummated, for which the applicable statutory periods of limitations have not expired.

(j) There are no Tax Liens upon any Assets of any of the Company except for Permitted Exceptions in respect of Taxes.

(k) There are no adjustments of Taxes of the Company made by the IRS which are required to be reported to any state, local, or foreign taxing authorities that have not been so reported.

(l) Company has never participated in any “reportable” transaction, as defined in Treasury Regulation Section 1.6011-4(b). Company has disclosed on its federal income Tax Return all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of Section 6662 of the Code.

(m) Company will not be required to include in a Tax year taxable income attributable to income that accrued prior to Closing Date, the First Payment Date, or the Second Payment Date (each as defined in the Option Agreement), as applicable, but was not recognized prior to Closing Date, the First Payment Date, or the Second Payment Date, as applicable, as a result of the installment method of accounting, the completed contract method of accounting, the long-term contract method of accounting, the cash method of accounting or Section 481 of the Code or any comparable provision of state or local, domestic or foreign, Tax Law or for any other reason (including as a result of prepaid amounts or deferred revenue received outside of the ordinary course of business on or prior to the Closing Date, the First Payment Date, or the Second Payment Date, as applicable).

(n) (i) Company has not executed or entered into a closing agreement under Section 7121 of the Code or any similar provision of state, local or foreign Laws and (ii) the Company is not subject to any private letter ruling of the IRS or comparable ruling of any other taxing authority.

(o) Company has not constituted either a “distributing corporation” or “controlled corporation” (within the meaning of Section 355(a)(1)(A) of the Code) in (i) any distribution of stock qualifying or intended to qualify for tax-free treatment under Section 355 of the Code within the prior two-year period or (ii) in a distribution that could otherwise constitute part of a “plan” or “series of related transactions” (within the meaning of Section 355(e) of the Code) in conjunction with the purchase of stock or any other transaction contemplated by this Agreement.

(p) Company has not been a United States real property holding corporation (within the meaning of Section 897(d)(2) of the Code) during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code.

(q) Company is not, nor has any equity interest in any, (i) “controlled foreign corporation” (within the meaning of Section 957(a) of the Code or any comparable state, local or foreign Law) or (ii) “passive foreign investment the Company” (within the meaning of Section 1297 of the Code). Company does not have a permanent establishment (within the meaning of an applicable Tax treaty) or otherwise have an office or fixed place of business in a country other than the country in which it is organized.

(r) Company has no potential liability for any Tax under Section 1374 of the Code. Company has not, in the past 10 years, acquired assets from another corporation in a transaction in which Company’s Tax basis for the acquired assets was determined, in whole or in part, by reference to the Tax basis of the acquired assets (or any other property) in the hands of the transferor.

#### Section 3.14 Material Contracts.

(a) Schedule 3.14 sets forth a correct and complete list (or, in the case of oral agreements, descriptions) of every Contract to which the Company is a party to or bound by such Contract:

(i) which, upon the consummation of the transactions contemplated by this Agreement or the Option Agreement, will (either alone or upon the occurrence of any additional acts or events) result in any payment (whether of severance pay or otherwise) becoming due from Buyer, the Company or any of their Affiliates to any director, officer, consultant or Employee thereof, other than the payment to the Shareholders in accordance with the terms of this Agreement and the Option Agreement;

(ii) with any Employee or contractor of the Company, with or to a labor union or guild (including any collective bargaining agreement) or providing for benefits under any of the Company Employee Plans;

(iii) establishing any stock option plan, stock appreciation rights plan, restricted stock plan or stock purchase plan; or similar agreement or arrangement;

(iv) relating to the disposition or acquisition by the Company of Assets with an aggregate value of twenty five thousand dollars (\$25,000) not in the ordinary course of business or pursuant to which the Company has any ownership interest in any corporation, partnership, joint venture or other business enterprise;

(v) concerning the use by any third party of any Company Intellectual Property or the license by the Company of any Company Intellectual Property owned by or to which exclusive rights are held by the Company, other than (1) those related to commercially available off-the-shelf software products or packages of such software products and (2) non-disclosure agreements entered into in the ordinary course of business;

(vi) relating to any right (whether by license, sublicense, agreement, or other permission) of the Company to use or otherwise practice any intellectual property owned by a third party;

(vii) which relates to the incurrence of any Indebtedness;

(viii) with any Affiliates, directors, officers, Employees, the Shareholders or their Affiliates, other than standard offer letters which provide no more than at will employment;

(ix) providing for the future or ongoing purchase, maintenance or acquisition, or the sale or furnishing of materials, supplies and merchandise, equipment or other Assets in excess of twenty five thousand dollars (\$25,000) annually, including purchase orders and sales orders;

(x) granting to any Person a first-refusal, first-offer or similar preferential right to purchase or acquire any material Asset;

(xi) containing a “most favored nation” pricing agreement, special warranties, agreements to take back or exchange goods, consignment arrangements or similar understandings with a customer or supplier;

(xii) other than the Option Agreement, containing any non-competition or non-solicitation covenant or any covenant that prohibits or otherwise restricts the Company or Affiliates from freely engaging in any line of business (including in any geographic area) or from competing with any Person or from selling or purchasing from any Person or from hiring or engaging any Person;

(xiii) with respect to the voting and any other rights or obligations of the Shareholders;

(xiv) relating to the ownership or lease of real property by the Company;

(xv) any Government Contract;

(xvi) which cannot be terminated by the Company within sixty (60) days after giving notice of termination without resulting in a cost or penalty to the Company in excess of twenty five thousand dollars (\$25,000);

(xvii) that would prohibit or materially delay the transactions contemplated by the Transaction Documents;

(xviii) which relates to the settlement of any Action or any Court Order within the past three (3) years or which otherwise continues to apply to the Company Business or the Company;

(xix) pursuant to which a Person holds a power of attorney from the Company; and

(xx) any other agreement which or pursuant to which the Company will spend or receive (or are reasonably expected to spend or receive), in the aggregate, more than twenty five thousand dollars (\$25,000) annually.

Each Contract of the type described in this Section 3.14(a), whether or not set forth in the Disclosure Schedules, is referred to herein as a “Material Contract.” Company has made available to Buyer a complete and correct copy of all Material Contracts, including any amendments and modifications thereto and a summary of the material terms of any Material Contract which is an oral Contract.

(b) Each of the Material Contracts is a valid and binding obligation of the Company, is in full force and effect in all respects, and, to the knowledge of the Company, is valid and binding and in full force and effect as to the obligations of third parties thereto, subject to the Equitable Exceptions. The Company is not in breach or default of any of the Material Contracts and, to the knowledge of the Company, no other party to a Material Contract is in breach or default of any Material Contract, and to the knowledge of the Company, no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination, modification or acceleration of any rights or obligations under any Material Contract. The Company has not been notified that any other party to any such Material Contract intends to terminate or materially modify or amend any such Material Contract.

(c) Government Contracts.

(i) There exists no outstanding claims against the Company, either by any Governmental Authority or by any prime contractor, subcontractor, vendor or other Person, arising under or relating to any Government Contract.

(ii) Neither the Company nor any of its directors, officers, Employees, independent contractors of, and consultants to, the Company are currently debarred or suspended by any Governmental Authority, nor has the Company received notice of any proposed or threatened suspension or debarment Action.

(iii) The Company has not assigned or otherwise conveyed or transferred, or agreed to assign, to any Person, any Government Contracts, or any account receivable relating thereto, whether as a security interest or otherwise.

Section 3.15 Real Property. The Company does not currently own and has never owned any real property. The real property leased by the Company listed on Schedule 3.15 (the “Leased Real Property”) constitutes all of the facilities and real property used by the Company in the conduct and operation of the Company Business. Schedule 3.15 sets forth a list of each lease or similar agreement for each Leased Real Property. Company has made available to the Buyer accurate and complete copies of each such lease or agreement, together with all amendments, waivers or other changes thereto. Except as set forth on Schedule 3.15, all Leased Real Property is being used solely in connection with the Company Business, and, to the knowledge of the Company, no third party will be leasing, subleasing, using or occupying any portion of the Leased Real Property. To the knowledge of the Company, neither the whole nor any part of the Leased Real Property is subject to any pending action for condemnation or other taking by any Governmental Authority and, to the knowledge of the Company, no such condemnation or other taking is threatened or contemplated.

Section 3.16 Assets; Liabilities. The Company has good and valid title to, or a valid leasehold interest in, or valid license to, all Assets, in each case free and clear of any Liens other than Permitted Exceptions. All of the Assets have been maintained in a reasonably prudent manner and are in good operating condition, ordinary wear and tear excepted.

Section 3.17 Litigation. Except as set forth in Schedule 3.17, during the previous three (3) years there have not been any, and there currently are no, suits, Actions, proceedings, investigations, claims or orders pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its properties or assets, in law or equity (or pending or, to the knowledge of the Company, threatened against any of the officers, directors or key employees of the Company), or to which the Company is otherwise a party, before any court, any municipality or any other Governmental Authority. None of the litigation listed on Schedule 3.17, if adversely determined, would reasonably be expected to have a Material Adverse Effect.

Section 3.18 Intellectual Property.

(a) Schedule 3.18 lists all patents, patent applications, trademarks, trademark applications, service marks, service mark applications, tradenames, and material copyrights, know-how, trade secrets, domain names, mask works, information and proprietary rights and

processes, and other intellectual property rights owned by the Company (collectively, “the Company Intellectual Property”).

(b) Company owns or possesses (i) all right, title, and interest in and to all the Company Intellectual Property and (ii) sufficient legal rights to all intellectual property necessary for the Company Business as now conducted and as presently contemplated to be conducted.

(c) To the Company’s knowledge, no product or service marketed or sold (or proposed to be marketed or sold) by the Company violates or will violate any license or infringes or will infringe any intellectual property rights of any other party. There are no outstanding options, licenses or agreements of any kind relating to the Company Intellectual Property, nor is the Company bound by or a party to any options, licenses or agreements of any kind with respect to the patents, patent applications, trademarks, service marks, trade names, copyrights, trade secrets, licenses, information, proprietary rights and processes of any other person or entity. Company has not received any cease-and-desist letters, invitations to license the intellectual property of others, or other communications alleging that the Company has violated or, by conducting its business, would infringe or otherwise violate any of the patents, trademarks, service marks, tradenames, copyrights, trade secrets or other proprietary rights or processes of any other person or entity.

(d) Company is not aware that any of its Employees is obligated under any Contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of such employee’s best efforts to promote the interest of the Company or that would conflict with the Company Business. Neither the execution or delivery of the Transaction Documents nor the carrying on of the Company Business by the Employees, nor the conduct of the Company Business as proposed, will, to the Company’s knowledge, conflict with or result in a breach of the terms, conditions, or provisions of, or constitute a default under, any contract, covenant or instrument under which any such Employee is now obligated.

(e) Company does not believe it is or will be necessary to use any inventions of any of its Employees (or persons it currently intends to hire) made prior to their employment by the Company.

(f) Each current and former employee and officer of the Company and each current and former consultant that has been involved in the development of the Company’s Intellectual Property has executed an agreement with the Company regarding confidentiality and proprietary information. No current or former employee has excluded works or inventions from his or her assignment of inventions pursuant to such agreement. Company is not aware that any of its Employees or consultants is in violation thereof, and the Company will use its best efforts to prevent any such violation.

### Section 3.19 Conduct of Business.

(a) Conduct of Ordinary Course. Except as set forth on Schedule 3.19(a), since the Current Balance Sheet Date, the Company has conducted the Company Business only in the ordinary course of business consistent with past custom and practice. Without limiting the

foregoing and except as set forth on Schedule 3.19(a) or as contemplated by the Transaction Documents, since the Current Balance Sheet Date, the Company has not:

(i) sold, assigned or transferred any Asset (other than in the ordinary course of business consistent with past practices), or mortgaged, pledged or subjected them to any Lien, charge or other restriction, except for Permitted Exceptions;

(ii) incurred any Indebtedness, other than principal drawings under any existing credit facility;

(iii) disclosed any proprietary confidential information to any Person except subject to a confidentiality agreement;

(iv) terminated or amended in any materially adverse respect any Material Contract;

(v) made or granted any increase in, or amended or terminated, any existing material benefit or compensation plan, program, policy or arrangement relating to Employees of the Company, including any Company Employee Plan or arrangement, adopted any new Company Employee Plan or arrangement, retention, change in control or severance arrangements, or entered into any new collective bargaining agreement or participation in a multi-employer plan;

(vi) suffered any loss, damage, destruction or casualty loss, or waived any rights of material value, whether or not covered by insurance and whether or not in the ordinary course of business;

(vii) declared, set aside or paid any dividend or distribution of Cash or other property to any shareholder of the Company or purchased, redeemed or otherwise acquired any Equity Interests of the Company, or made any other payments to any shareholder (including any Shareholder);

(viii) made any equity or debt investment or commitment therefor in any Person;

(ix) made, amended, paid or entered into or adopted any written employment contract or any bonus, wage, or salary increase, stock option, pension, retirement, profit sharing or other employee benefit plan or arrangement;

(x) entered into any Affiliate Transaction;

(xi) incurred or committed to incur any capital expenditures, obligations or Liabilities in connection therewith, except in the ordinary course of business consistent with past custom and practice;

(xii) cancelled or waived in writing (i) any right material to the operation of the Company, except in the ordinary course of business or (ii) any debts or claims against any of its Affiliates;



(xiii) incurred any Liability other than in the ordinary course of business;

(xiv) entered into any settlement or compromise of any Tax Liability, filed an amended Tax Return, entered into a closing agreement (as described in Code Section 7121 or any corresponding provision of state, local or foreign law), consented to any extension or waiver of the limitation period applicable to any Tax claim or assessment, or taken any other similar Action relating to the filing of any Tax Return or the payment or refund of any Tax, unless such settlement or compromise could not have an adverse effect on the Tax Liability of Buyer or the Company; or

(xv) entered into any agreement or committed to do any of the foregoing.

(b) No Illegal Payments. The Company has not at any time, (i) made or committed to make any illegal payments for political contributions or made any bribes, kickback payments or other illegal payments or (ii) established or maintained any unrecorded fund or asset for any purpose or made any false entries on the books and records of the Company for any reason.

(c) No Previous Distributions. The Company has not, in the six (6) months prior to the Effective Date, distributed to any Shareholder, or any of their respective Affiliates, any Cash equal to the total of previously taxed but undistributed income through 31 December 2013 or otherwise.

Section 3.20 Insurance Policies. Schedule 3.20 sets forth a correct and complete list and description of all insurance policies maintained by or on behalf of the Company. Each of the insurance policies listed in Schedule 3.20 is in full force and effect. The Company is not in default under any of the insurance policies listed in Schedule 3.20 and has not, during the past three (3) years been denied insurance coverage.

Section 3.21 Licenses and Permits. The Company holds all Permits necessary for the conduct, ownership, use, occupancy or operation of the Company Business. No written and, to the knowledge of the Company, no verbal, notices have been received by the Company alleging the failure to hold any Permits. The Company has complied in all material respects with the terms and conditions of all such Permits and all such Permits are in full force and effect.

Section 3.22 Employee Benefit Plans. Schedule 3.22 sets forth all employee benefit plans maintained, established or sponsored by the Company, or in which the Company participates or contributes, which is subject to ERISA ("Company Employee Plans"). Company has made all required contributions and has no liability to any such employee benefit plan, other than liability for health plan continuation coverage described in Part 6 of Title I(B) of ERISA, and has materially complied with all applicable Laws for any such employee benefit plan.

Section 3.23 Interest of the Company in Customers, Etc. Except as set forth in Schedule 3.23, neither the Company nor any officer, director, or shareholder of the Company (including any Shareholder) nor any of their respective Affiliates has any direct or indirect interest in any competitor, supplier or customer of the Company except for passive investments

in publicly held companies constituting ownership of less than 1% of the total equity interests in such entities.

Section 3.24 Environmental. The Company is and has been in compliance in all material respects with all applicable Environmental Laws. The Company is not subject to, and has not received, any written or oral notice, report, order, directive or other information of any Action relating to the presence or alleged presence of Hazardous Wastes in, under or upon any of the Leased Real Property, or of any actual or alleged violation of or Liability under Environmental Laws; and there are no pending or, to the knowledge of the Company, threatened actions, investigations, or proceedings from, by or before any Governmental Authority or any other entity regarding any matter relating to the environment or arising under or relating to Environmental Laws.

Section 3.25 Employee Matters.

(a) Schedule 3.25(a) sets forth a complete and accurate list, of all Employees, together with their titles or positions, dates of hire, exempt or non-exempt status, the base salary or hourly rate, and bonus and commission opportunity in effect for the current fiscal year. Schedule 3.25(a) lists (i) each written agreement between the Company and an Employee that provides for severance pay or other benefits in the event of the termination of such Employee's employment for any reason and (ii) each written agreement pursuant to which the transactions contemplated by this Agreement will entitle any individual to severance pay or other benefits.

(b) The Company is in material compliance with all Laws relating to employment, including those related to wages, hours, collective bargaining and the payment and withholding of Taxes and other sums as required by the appropriate Governmental Authority and has withheld and paid to the appropriate Governmental Authority all amounts required to be withheld from Employees and are not liable for any material arrears of wages, Taxes, penalties or other sums for failing to comply with any of the foregoing.

(c) (i) To the knowledge of the Company, there are no material labor grievances pending or, to the knowledge of the Company, threatened in writing between the Company, on the one hand, and any of its Employees or former employees, on the other hand; and (ii) the Company is not a party to any collective bargaining agreement, work council agreement, work force agreement or any other labor union Contract applicable to persons employed by the Company. The Company has not received written notice of any material pending or threatened charge, of (A) an unfair labor practice as defined in the National Labor Relations Act, as amended; (B) safety violations under OSHA; (C) wage or hour violations; (D) discriminatory acts or practices in connection with employment matters; or (E) claims by Governmental Authorities that the Company has failed to comply with any Laws relating to employment or labor matters. To the knowledge of the Company, the Company is not currently and has not been the subject of any threatened or actual "whistleblower" or similar claims by past employees or Employees or any other persons, except for any such claims that would not reasonably be expected to have a Material Adverse Effect. Except as set forth in Schedule 3.25, to the knowledge of the Company, no officer or Employee, intends to terminate their employment with the Company nor does the Company have a present intention to terminate the employment of any of the foregoing.

Section 3.26 Affiliate Transactions. Schedule 3.26 sets forth an accurate and complete description of every Affiliate Transaction during the past three (3) years. Each Affiliate Transaction was effected on terms equivalent to those which would have been established in an arms-length transaction, except as disclosed on Schedule 3.26.

Section 3.27 No Brokers. Neither the Company nor any Shareholder have dealt with any Person who is or may be entitled to a broker's commission, finder's fee, investment banker's fee or similar payment for arranging the transactions contemplated by the Transaction Documents or introducing the Parties to each other for which the Company, Buyer or their respective Affiliates could become obligated.

Section 3.28 Customers. Schedule 3.28 lists the ten (10) largest customers in terms of total revenues of the Company Business for the two (2) previous fiscal years. Except as set forth on Schedule 3.28, in the past twelve (12) months, no customers listed on Schedule 3.28 have cancelled or otherwise terminated or adversely materially modified or, to the knowledge of the Company, threatened to cancel or terminate or adversely materially modify, its relationship with Company.

#### ARTICLE IV – BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to the Shareholders as follows:

Section 4.1 Due Organization. Buyer is a company incorporated and registered under the laws of England Wales and has the requisite corporate power and authority to execute, deliver and perform this Agreement and each of the Transaction Documents to which it is a party and to carry out the transactions contemplated hereby and thereby.

Section 4.2 Due Authorization. Buyer has full power, right and authority to enter into and perform its obligations under this Agreement and each of the Transaction Documents to which it is a party. The execution, delivery, and performance of the Transaction Documents and the transactions contemplated thereby have been duly and validly authorized by all necessary corporate action of Buyer. Each of the Transaction Documents to which Buyer is a party have been duly executed and delivered by Buyer and constitute the valid and binding obligations of Buyer and are enforceable against Buyer in accordance with their respective terms, except for the Equitable Exceptions. Except, if elected by the Optionor pursuant to Section 2.4(b) of the Option Agreement and, if necessary, for the application of the Consideration Shares to be Admitted, no Permits, approvals or consents of or notifications to any Governmental Authority or any other Persons are necessary in connection with the execution, delivery and performance by Buyer of the Transaction Documents and the consummation by Buyer of the transactions contemplated thereby.

Section 4.3 No Brokers. Buyer has not engaged or caused to be incurred any Liability to any finder, broker or sales agent in connection with the origin, negotiation, execution, delivery, or performance of the Transaction Documents or the transactions for which the Company or the Shareholders could be liable.

Section 4.4 Non-Contravention. Neither the execution and delivery of the Transaction Documents nor the consummation of the transactions contemplated thereby will violate any provision of any organizational documents of the Buyer.

Section 4.5 Investment Intent. Buyer is acquiring the Seller Shares, and, if applicable, the Option Shares, for its own account and not with a view to any resale or distribution within the meaning of Section 2(11) of the Securities Act and the rules and regulations promulgated thereunder. Buyer understands that the Seller Shares, and, if applicable, the Option Shares have not been registered under the Securities Act and were issued by reason of a specific exemption from the registration provisions of the Securities Act. Buyer understands that the Seller Shares, and, if applicable, the Option Shares may be “restricted securities” under applicable U.S. federal and state securities laws and that, pursuant to these laws, Buyer may be required to hold the Seller Shares, and, if applicable, the Option Shares, unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. Buyer further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including the time and manner of sale, the holding period for the Seller Shares, and, if applicable, the Option Shares or on requirements relating to the Seller Shares, and, if applicable, the Option Shares which may be outside the Shareholders’ or Buyer’s control.

Section 4.6 Title to Shares Consideration. If elected by the Buyer pursuant to Section 2.4(b) of the Option Agreement, the Consideration Shares shall be free and clear of any Liens other than restrictions imposed by applicable securities laws and Liens resulting from acts, events or circumstances solely within the control of Optionor, and the delivery to Optionor of the certificates evidencing the Consideration Shares will convey to Optionor, good and marketable title (beneficially and of record) to all of the Consideration Shares.

## ARTICLE V – COVENANTS

Section 5.1 Covenant Not to Compete; Covenant Not to Solicit. For and in consideration of the Purchase Price paid to the Seller at the Closing, the Seller covenants and agrees, for a period of four (4) years from and after the Effective Date, that he will not, directly or indirectly, without the prior written consent of Buyer, for or on behalf of any Person other than Buyer or its Affiliates:

(a) Manage, control, participate in, consult with, render services for, become interested or engaged, directly or indirectly, as a shareholder, bondholder, creditor, or Representative, or in any manner associated with, or give financial, technical or other assistance to, any Person, firm or corporation that engages in or competes with the Company Business in the U.S.; provided, however, that no owner of less than one percent (1%) of the outstanding stock of any publicly traded corporation shall be deemed to be in a violation of this Section 5.1 solely by reason thereof (so long as Seller has no active participation in the business of such corporation).

(b) (i) Solicit or induce, or attempt to solicit or induce any employee, independent contractor or consultant of the Company to terminate such Person’s relationship with the Company, or in any way interfere with the relationship between the Company and any

employee, independent contractor or consultant thereof, except as a result of a general solicitation in news media of general circulation; (ii) induce or attempt to induce any customer, supplier, vendor, service provider, employee, licensee, licensor, lessor, franchisee or other business relation of the Company or the Company Business to cease doing business with the Company; or (iii) in any way interfere with the relationship between any such customer, supplier, vendor, service provider, employee, licensee, licensor, lessor, franchisee or other business relation and the Company (including making any negative statements or communications about Buyer, the Company or the Company Business).

(c) Seller acknowledges that the covenants contained in Section 5.1 hereof are of a special, unique, unusual and extraordinary character, which give them peculiar value, the loss of which cannot be reasonably or adequately compensated in an action at law, and that, in the event there is a breach thereof by Seller, Buyer will suffer irreparable harm, the amount of which will be impossible to ascertain and Buyer shall be entitled to specific performance as set forth in Section 8.9. If Buyer is obliged to resort to the courts for the enforcement of any of the covenants contained in this Section 5.1, each such covenant shall be extended for a period of time equal to the period of such breach, if any, which extension shall commence on the later of (i) the date on which the original (unextended) term of such covenant is scheduled to terminate or (ii) the date of the final court order (without further right of appeal) enforcing such covenant.

(d) If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 5.1 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(e) Seller expressly acknowledges and agrees that (i) each and every restriction contained in this Section 5.1 is reasonable in all respects (including with respect to subject matter, time period and geographical area) and such restrictions are necessary to protect Buyer's interest in, and value of, the Company (including the goodwill inherent therein); (ii) Seller is primarily responsible for the creation of such value; and (iii) Buyer would not have entered into this Agreement and consummated the Transaction without the restrictions contained in this Section 5.1.

Section 5.2 Acquisition Proposals. Prior to 31 October 2016, the Company shall not, nor shall it permit or cause any of its Affiliates, or any officer, director, employee, investment banker or other Representative of the Company to, directly or indirectly, (i) solicit, initiate, or knowingly encourage the submission of any Acquisition Proposal; (ii) enter into any agreement with respect to, otherwise approve or recommend, or consummate, any Acquisition Proposal; or (iii) participate in any discussions or negotiations regarding or furnish to any Person any information for the purpose of facilitating the making of, or take any other action for the purpose of facilitating any inquiries or the making of, any proposal that constitutes or would reasonably be expected to lead to, any Acquisition Proposal. The Company shall notify Buyer in writing promptly (but in any case within one (1) Business Day) after receipt by it of any Acquisition

Proposal or any request for information in connection with an Acquisition Proposal or for access to any of the properties, books or records or other Assets of the Company by any Person that informs the Company that it is considering making, or has made, an Acquisition Proposal (such notice shall provide all details of such Acquisition Proposal or request, including the identity of the Person making such proposal).

Section 5.3 Takeover Statutes. If any Takeover Statute is or may become applicable to the transactions contemplated hereby or the Option Agreement, the Company's board of directors will grant such approvals and take such actions as are necessary so that the transactions contemplated hereby and the Option Agreement may be consummated as promptly as practicable on the terms contemplated hereby and thereby and otherwise act to eliminate the effects of any Takeover Statute on any of the transactions contemplated hereby and thereby.

Section 5.4 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with this Agreement or the consummation of the transactions contemplated by this Agreement shall be paid by the Seller when due, and Seller shall, at Seller's own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes, fees and charges.

Section 5.5 Short Year Tax Returns.

(a) Buyer shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company for all periods ending on or prior to the Closing Date that are filed after the Closing Date, including a Tax Return (the "Stub Period Tax Return") for the Company for the period beginning on 1 January 2015 and ending on the Effective Date (the "Stub Period"). All items of income, gain, loss, deduction, or credit of the Company with respect to the Stub Period shall be determined in accordance with Section 1.1362-3(b)(1) of the Treasury Regulations and all Parties hereto agree to cooperate in the timely filing of the necessary election pursuant to Section 1.1362-3(b)(1) of the Treasury Regulations and Section 1.1362-6 of the Treasury Regulations.

(b) Buyer shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for the Company, for all periods ending after the Closing Date that are filed after the Closing Date.

(c) Buyer shall deliver the Tax Returns described in Section 5.5(a) to the Seller for review at least forty (40) days before the date on which such Tax Returns are required to be filed. Failure of the Seller to object to such Tax Returns by a writing received by Buyer within thirty (30) days of such delivery shall constitute consent thereto by the Seller. Buyer and Seller shall undertake in good faith to resolve any issues raised in any such written objection prior to the due date (including any extension thereof) for filing such Tax Returns and mutually consent to the filing of such Tax Returns, in which case the information and total amount of Taxes shown to be due on such agreed Tax Returns shall be final and binding on the Parties absent manifest error. If Buyer and Seller are unable to resolve any dispute concerning such Tax Returns by the earlier of (A) seven (7) days after the date of Buyer's receipt of written notice from the Seller setting forth the Seller's proposed resolution of such dispute or (B) seven (7)

days prior to the due date for filing of such Tax Returns in question (including any extension thereof), Buyer and Seller shall submit all such disputes to an independent accountant mutually acceptable to them for resolution. In any case where a disputed item has not been resolved, either by mutual agreement of Buyer or Seller or by a determination of the independent accountant, prior to the due date (including any extension thereof) for filing such Tax Returns, then Company may resolve such item as Company shall determine in its sole discretion and cause such Tax Returns to be filed on the due date (including any extension thereof) for filing such Tax Returns without the consent of the Seller. Notwithstanding the filing of such Tax Returns, (A) the independent accountant shall make a determination with respect to any such disputed item; and (B) the amounts due with respect to such Tax Returns (including items on a K-1) shall be determined after giving effect to the independent accountant's determination and the Company shall file such amended Tax Returns as are necessary to reflect such determination. All costs and expenses associated with or charged by the independent accountant shall be borne fifty percent (50%) by Buyer and fifty percent (50%) by Seller.

#### Section 5.6 Company Distributions to Seller and Optionor.

(a) If, and only if, the Company's Net Assets exceed one million three hundred thousand dollars (\$1,300,000) on the Closing Date (as reflected on the Company's financial statements as of the Closing Date and as agreed by the Buyer and the Shareholders), the Company shall, as soon as reasonably practicable, declare and pay to the Seller an amount equal the Seller's Portion of the Distribution Amount. All of the Parties agree that any such amount shall be characterized as a purchase price adjustment and all of the Parties agree to report consistently with such characterization.

(b) If, and only if, the Company's Net Assets exceed one million three hundred thousand dollars (\$1,300,000) on the Closing Date (as reflected on the Company's financial statements as of the Closing Date and as agreed by the Buyer and the Shareholders), the Company shall, as soon as reasonably practicable, but no later than the post-termination transition period (as such term is defined in Section 1377(b)(1) of the Code), declare and pay to the Optionor an amount equal the Optionor's Portion of the Distribution Amount. It is the intention of the Parties that such distribution will be (i) applied against and reduce Optionor's adjusted basis in Equity Interests and such amounts shall not exceed her accumulated adjustments account (within the meaning of Section 1368(e) of the Code) and (ii) made in the post-termination transition period (as such term is defined in Section 1377(b)(1) of the Code).

(c) Except as provided in Section 5.6(b), the Optionor acknowledges and agrees that, after the Effective Date, she is not entitled to any distribution or dividend declared and paid by the Company, if any, of any cash, any shares of capital stock of the Company, or any other consideration.

Section 5.7 Cooperation on Tax Matters. After the Closing Date, the Parties shall each cooperate, and Buyer shall cause the Company to cooperate, as reasonably requested by any other Party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Buyer and Optionor shall retain, and shall cause the Company to retain, and to provide to Seller upon request, records and information reasonably relevant to such audit, litigation or other proceeding, and to make Employees available to Seller on a

mutually convenient basis to explain such records or provide additional information. Buyer and Optionor shall cause the Company to retain all books and records with respect to Tax matters for any period beginning prior to the Closing Date until the expiration, as extended, of all applicable statutes of limitation and to give reasonable advance notice to Seller prior to destroying, transferring or discarding any such books and records, provided that Buyer and Optionor shall cause the Company to transfer to Seller possession of such books and records proposed to be destroyed, transferred or discarded if Seller so requests. Each of the Parties, upon request of another Party, shall use reasonable efforts to obtain from any Person any document that is necessary to mitigate, reduce or eliminate any Tax on the Company or on any Party, including as a result of the transactions described in this Agreement.

Section 5.8 Tax Proceedings. This Section 5.8 shall apply to any third party claim relating to Tax Proceedings (as defined below). After the Closing Date, Buyer shall promptly notify the Seller in writing of the proposed assessment or the commencement of any Tax audit or administrative or judicial proceeding or of any demand or claim which, if determined adversely to the taxpayer or after the lapse of time, could be grounds for payment of indemnification for Taxes by the Seller under this Agreement (a “Tax Proceeding”), provided, however, that the failure to give such notice shall not affect the indemnification provided hereunder except to the extent the Seller have been actually prejudiced as a result of such failure. Such notice shall contain factual information describing the asserted Tax Liability in reasonable detail and shall include copies of any notice or other document received from any Governmental Authority in respect of any such asserted Tax Liability. Buyer shall have the right to control the conduct of such Tax Proceeding, provided that (i) Buyer shall keep Seller informed on a timely basis with respect to any developments relating to such Tax Proceedings (including the delivery of copies of any correspondence with the applicable Governmental Authority) and shall timely provide Seller with any other materials relating to such Tax Proceedings that are reasonably requested by Seller, and (ii) Buyer shall consider in good faith any comments provided by Seller with respect to any Tax Proceeding.

Section 5.9 No Code Section 336(e) Election. Neither the Company nor the Shareholders shall make an election under Section 336(e) of the Code with respect to the transactions contemplated by this Agreement.

Section 5.10 Directors’ and Officers’ Indemnification. The Company shall, at its own expense, within sixty (60) days of the Closing Date, purchase a directors’ and officers’ liability insurance policy with coverage, deductibles, and amount terms customary and reasonable for the Company Business.

## ARTICLE VI – CONDITIONS TO OBLIGATION OF PARTIES TO CONSUMMATE CLOSING

Section 6.1 Condition’s to Buyer’s Obligations. The obligations of Buyer under this Agreement to consummate the Closing are subject to satisfaction or waiver of each of the following conditions:

(a) Representations, Warranties and Covenants. Each of the representations and warranties of the Seller and the Company contained in this Agreement shall be true and



correct as of the Closing, except with respect to representations and warranties that address matters only as of a particular date, which shall remain true and correct as of such date. Additionally, Seller and the Company shall have performed in all respects all agreements and covenants required hereby to be performed by it on or prior to the Closing Date.

(b) Board Approval. The transactions contemplated by the Transaction Documents shall be approved by the Buyer's board of directors.

(c) Consents. Each of the Consents required for Closing shall have been made or obtained and shall be in full force and effect.

(d) No Restraints. No temporary restraining order, preliminary or permanent injunction or other Court Order preventing the consummation of the transactions contemplated by the Transaction Documents shall have been issued by any Governmental Authority and remain in effect, and there shall not be any Laws enacted or deemed applicable to the transactions contemplated by the Transaction Documents that makes such transactions illegal.

(e) No Actions. No Person shall have commenced or threatened to commence any Action challenging or seeking the recovery of damages in connection with the transactions contemplated by the Transaction Documents or seeking to prohibit or limit the exercise by Buyer of any right pertaining to ownership of the Shares.

(f) Documents to be Delivered or Actions to be taken by the Seller, the Optionor and the Company. The following documents shall be delivered, or actions shall be taken, at the Closing by the Seller, the Optionor, and the Company, each in a form satisfactory to Buyer:

(i) Option Agreement. Buyer shall have received the Option Agreement, executed by Optionor and the Company;

(ii) Amended and Restated Charter. Buyer shall have received evidence that the Amended and Restated Charter has been filed with the Secretary of State of the State of Delaware;

(iii) RESERVED;

(iv) RESERVED;

(v) Stock Certificates. Seller shall have delivered customary assignments for the Seller Shares accompanied by duly executed stock powers, free and clear of all Liens;

(vi) Good Standing Certificate. Buyer shall have received a certificate of good standing of the Company issued as of a recent date by the Secretary of State of the State of Delaware;

(vii) Director's Certificate. Buyer shall have received a certificate of a member of the board of directors of the Company, dated as of the Closing Date, as to (i) the Company's certificate of incorporation and the Company's bylaws in effect as of the Closing

Date and (ii) the resolutions of the Company's board of directors and shareholders authorizing the execution, delivery and performance of the Amended and Restated Charter, this Agreement, the Option Agreement and the transactions contemplated hereby and thereby;

(viii) Officer's Certificate. Buyer shall have received a certificate of an officer of the Company certifying that the conditions set forth in Sections 7.1(a) and 7.1(g) have been duly satisfied;

(ix) FIRPTA Certificate. A duly executed non-foreign affidavit from Seller dated as of the Closing Date and in form and substance required under Treasury Regulation 1.1445-2(b)(2)(iv)(A) such that Buyer is exempt from withholding any portion of the Purchase Price thereunder;

(x) Board of Directors Resignation. Seller shall have tendered his resignation as a member of the Board of Directors of the Company effective as of the Closing Date; and

(xi) Indemnification Agreement. Buyer shall have received the Indemnification Agreement, executed by the Company.

(g) No Company Material Adverse Effect. Since 30 June 2014, there shall have been no Company Material Adverse Effect.

Section 6.2 Conditions to Seller's and Optionor's Obligations. The obligations of Seller and Optionor under this Agreement to consummate the Closing is subject to the satisfaction or waiver of the following conditions:

(a) Representations, Warranties and Covenants. Each of the representations and warranties of the Buyer contained in this Agreement shall be true and correct as of the Closing, except with respect to representations and warranties that address matters only as of a particular date, which shall remain true and correct as of such date. Additionally, Buyer shall have performed in all respects all agreements and covenants required hereby to be performed by it on or prior to the Closing Date.

(b) Documents to be Delivered or Actions to be Taken by Buyer. The following documents shall be delivered, or actions shall be taken, at the Closing by Buyer, each in a form satisfactory to Seller and Optionor:

(i) Option Agreement. Optionor shall have received the Option Agreement, executed by Buyer; and

(ii) Payment of Purchase Price. Buyer shall, pay the Purchase Price by wire transfer of immediately funds to an account previously specified in writing by Seller.

(iii) Officer's Certificate. Seller shall have received a certificate of an officer of the Buyer, dated as of the Closing Date, as to the resolutions of the Buyer's board of directors authorizing the execution, delivery and performance of this Agreement, the Option Agreement and the transactions contemplated hereby and thereby.

## ARTICLE VII – INDEMNIFICATION

### Section 7.1 Indemnification.

#### (a) Indemnification of Buyer.

(i) From and after Closing, subject to the limitations as provided in Section 7.4, Seller shall indemnify and hold harmless Buyer and its Affiliates, shareholders, partners, officers, directors, employees, agents, Representatives, successors and permitted assigns (collectively, the “Buyer Indemnified Parties”) from and against any and all damages, losses, claims, Liabilities, demands, charges, suits, Taxes, penalties, costs and expenses whether or not arising out of third party claims (including interest, court costs and reasonable attorneys’ fees and expenses incurred in investigating and preparing for any litigation or proceeding in connection with any of the foregoing) (collectively, the “Indemnifiable Costs”), which any of the Buyer Indemnified Parties may sustain, or to which any of the Buyer Indemnified Parties may be subjected, arising out of upon, attributable to, in connection with or resulting from (A) the breach or inaccuracy of any representation or warranty of Seller set forth in Section 3.1 and Section 3.2 hereof, or (B) the breach of any covenant or other agreement on the part of such Seller pursuant to Section 5.1 hereof.

(ii) From and after Closing until the First Payment Date, the Shareholders shall indemnify and hold harmless the Buyer Indemnified Parties from and against any and all Indemnifiable Costs which any of the Buyer Indemnified Parties may sustain, or to which any of the Buyer Indemnified Parties may be subjected, arising out of upon, attributable to, in connection with or resulting from (A) the breach or inaccuracy of any representation or warranty of the Shareholders or the Company; (B) the breach of any covenant or other agreement on the part of the Shareholders or the Company in the Transaction Documents (other than covenants or agreements of the Company to be performed after the Closing Date and other than covenants to be performed by Seller pursuant to Section 5.1 hereof (in which case, Seller shall be subject to the indemnification obligations in Section 7.1(a)(i)); and (C) all Taxes (or the non-payment thereof) of the Company for all taxable periods ending on or before the Closing Date and the portion through the end of the Closing Date for any taxable period that includes (but does not end on) the Closing Date, and any and all taxable period that includes (but does not end on) the Closing Date, and any and all Taxes of any Person (other than the Company) imposed on the Company as a transferee or successor, by Contract or pursuant to any Law, rule, or regulation, which Taxes relate to an event or transaction occurring before the Closing Date.

(b) Indemnification of Shareholders. From and after Closing until the First Payment Date, subject to the limitations as provided in Section 7.4, Buyer agrees to indemnify and hold harmless the Shareholders and their respective Affiliates, agents, Representatives, successors and permitted assigns (collectively, the “Shareholder Indemnified Parties” and together with the Buyer Indemnified Parties, the “Indemnified Parties”) from and against any and all Indemnifiable Costs, which any of the Shareholder Indemnified Parties may sustain, or to which any of the Shareholder Indemnified Parties may be subjected, arising out of, upon, attributable to, in connection with or resulting from (A) the breach or inaccuracy of any representation or warranty of Buyer in the Transaction Documents on the part of Buyer or the

Company (other than covenants or agreements of the Company to be performed after the Closing Date)

(c) Determination of Loss and Amount. For purposes of determining whether any breach has occurred pursuant to this Agreement or the Option Agreement, or the amount of any Indemnifiable Costs, the representations, warranties, covenants and agreements of the Parties set forth in the Transaction Documents will be considered without regard to any materiality or Material Adverse Effect qualification set forth therein.

## Section 7.2 Defense of Claims.

(a) Tax Matters. Notwithstanding anything to the contrary in this Section 7.2, in the case of claims for indemnification arising from any Tax matter (whether or not brought by Buyer, any Affiliate of Buyer or any third party), the provisions of Section 5.8 shall govern the defense and resolution of such claims.

(b) Defense of Claims. In the case of any claim for indemnification arising from a claim of a third party (including any Governmental Authority), an Indemnified Party must give prompt written notice after the Indemnified Party's receipt of notice of such claim, to the Buyer, in the case of a Shareholder Indemnified Party, or to the Shareholders, in the case of a Buyer Indemnified Party (the "Indemnifying Party"). The written notice shall state in reasonable detail the nature and basis of such claims and the dollar amount of such claim, to the extent known. The failure to give such notice will not, however, relieve any Indemnifying Party of its indemnification obligations except to the extent that an Indemnifying Party is actually and materially harmed thereby. The Indemnifying Party will have the right to defend and to direct the defense against any such claim in its name and at its expense with counsel selected by the Indemnifying Party (that shall be reasonably acceptable to the Indemnified Party) unless there is a conflict of interest between the Indemnified Party and the Indemnifying Party in the conduct of such defense, if the Indemnifying Party (i) demonstrates to the Indemnified Party in writing such Indemnifying Party's financial ability to provide full indemnification to the Indemnified Party with respect to such matter and (ii) demonstrates that, after giving effect to the application of the limitations in Section 7.4, the Indemnifying Party is reasonably likely to be responsible for a greater portion of the Indemnifiable Costs than the Indemnified Party (and with respect to such portion, agrees in writing that such claim is indemnifiable hereunder, subject to the limitations and provisions set forth in this Article VII). If the Indemnifying Party assumes the defense of a third party claim, it shall be conclusively established for purposes of this Agreement that the claims made in such third party claim are within the scope of and subject to indemnification. In addition, the Indemnifying Party shall not be entitled to assume control of such defense if (1) the third party claim relates to or arises in connection with any criminal proceeding against the Indemnified Party; (2) the third party claim seeks an injunction or equitable relief against the Indemnified Party; or (3) the Indemnifying Party failed or is failing to vigorously prosecute or defend such third party claim. If the Indemnifying Party is entitled to compromise or defend such claim, it will notify the Indemnified Party of its intent to use commercially reasonable efforts to do so, and the Indemnified Party must, at the request and expense of the Indemnifying Party, cooperate in the defense of such claim. If the Indemnifying Party elects, in writing delivered to the Indemnified Party, not to compromise or defend such claim, the Indemnified Party may pay, compromise or defend such claim. Notwithstanding anything to the contrary

contained herein, the Indemnifying Party will have no indemnification obligations with respect to any claim which has been or will be settled by the Indemnified Party without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed). The Indemnifying Party's right to direct the defense will include the right to compromise or enter into an agreement settling any claim by a third party only with the consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), unless the Indemnified Party receives a full release with respect to such claim and the sole relief in such settlement is that monetary damages are paid in full by the Indemnifying Party. The Indemnified Party will have the right to participate in the Indemnifying Party's defense of any claim with counsel selected by it subject to the Indemnifying Party's right to direct the defense. The fees and disbursements of such counsel will be at the expense of the Indemnified Party (unless the Indemnified Party's counsel shall have advised the Indemnified Party in writing, with a copy delivered to the Indemnifying Party, that there is a conflict of interest that could make it inappropriate under applicable standards of professional conduct for the Indemnifying Party and the Indemnified Party to have common counsel). An Indemnifying Party who is not permitted to direct the defense hereof will have the right to participate in the Indemnified Party's defense of any claim with counsel selected by it subject to the Indemnified Party's right to direct the defense. The fees and disbursements of such counsel will be at the expense of the Indemnifying Party.

(c) Non-Third Party Claims. Any claim which does not result from a third party claim will be asserted by a written notice from the Indemnified Party to the Indemnifying Party. The Indemnifying Party will have a period of thirty (30) days after receipt of such notice within which to respond thereto. The written notice shall state in reasonable detail the nature and basis of such claim and the dollar amount of such claim, to the extent known. The failure to give such notice will not, however, relieve any Indemnifying Party of its indemnification obligations except to the extent that an Indemnifying Party is actually and materially harmed thereby. If the Indemnifying Party does not respond within such thirty (30) days, the recipient will be deemed to have accepted responsibility for the Indemnifiable Costs set forth in such notice and will have no further right to contest the validity of any claim (or the amount of such claim) set forth in such notice. If the Indemnifying Party responds within such thirty (30) days after the receipt of the notice and rejects such claim in whole or in part, the Indemnified Party will be free to pursue such remedies as may be available to it under contract or applicable law, subject to the terms of this Agreement.

Section 7.3 Manner of Payment. Any indemnification owing to any Indemnified Parties pursuant to this Article VII shall be paid by, or on behalf of, the Indemnifying Party in immediately available funds to an account designated in writing by the Indemnified Party within (30) days after the final determination thereof.

Section 7.4 Limits on Indemnification.

(a) The indemnification provisions of this Article VII shall survive as follows:

(i) except as set forth below, all representations and warranties and the related indemnities made hereunder or pursuant hereto or in connection with the Transaction shall survive the Closing for a period of twenty eight (28) months;

(ii) the representations and warranties contained in Sections 3.1, 3.2, 3.6, 3.7, 3.13, 3.27, 4.2 and 4.3 of this Agreement (the “Fundamental Representations”), the right to make any claim for Fraud, fraudulent conduct or willful misrepresentation, and the related indemnities, shall survive the Closing indefinitely and not expire; and

(iii) notwithstanding anything to the contrary herein, all covenants set forth in the Transaction Documents shall survive in accordance with their respective terms.

Notwithstanding the foregoing, any indemnification claims made prior to the expiration of the applicable statute of limitations or survival period set forth in the preceding sentence, shall continue to survive until such claim is finally resolved.

(b) All Indemnifiable Costs sought by any Party hereunder shall be (i) net of any insurance proceeds actually received by such Person with respect to such claim (net of any deductible amounts, costs of collection and increased premiums) or Tax benefits to the extent actually received by such Person as a result of an indemnified claim (during the fiscal year in which such Indemnifiable Costs were incurred) and (ii) made regardless of any investigation at any time made by or on behalf of any Party hereto or of any information any Party may have in respect thereof.

(c) No payment to any to any Indemnified Party hereunder for indemnification under Article 7 (other than with respect to Fundamental Representations or Fraud, fraudulent conduct or willful misrepresentation claims) shall be made until the aggregate indemnification obligation hereunder exceeds one hundred thousand dollars (\$100,000) in the aggregate (the “Indemnification Threshold”), whereupon the Indemnified Parties shall be entitled to indemnification for the entire amount of any such losses. The Indemnified Parties shall not be entitled to assert any claims for Indemnifiable Costs unless the amount of Indemnifiable Costs with respect to such claim exceeds twenty thousand dollars (\$20,000), and if such amount is not exceeded none of the Indemnifiable Costs with respect to such claim will count toward satisfying the Indemnification Threshold.

(d) In no event shall the amount payable under Section 7.1(a) exceed an amount equal to the Purchase Price; provided, however, that with respect to Fraud, fraudulent conduct or willful misrepresentation claims, the Buyer Indemnified Parties’ right to recovery shall not be limited.

(e) No Indemnifying Party shall be liable for incidental, consequential or punitive damages except to the extent such incidental, consequential or punitive damages are actually paid to a third party.

(f) The Indemnified Party will use its reasonable efforts to make insurance claims relating to any indemnifiable event for which it is seeking indemnification pursuant to this Article VII; provided, however: (A) that the Indemnified Party shall not be required to initiate legal proceeding and (B) the Indemnifying Party shall not be permitted to delay payment while such insurance claims are in process.

**Section 7.5 Treatment of Payments.** Any indemnification received or paid under this Article VII shall be treated by Buyer, the Seller, the Optionor and their respective Affiliates, to

the extent permitted by law, as an adjustment to the Purchase Price unless a Final Determination (defined below) causes any such amount not to constitute an adjustment to the purchase price for federal Tax purposes. The term “Final Determination” shall mean (i) any final determination of Liability in respect of a Tax that, under applicable law, is not subject to further appeal, review or modification through proceedings or otherwise (including the expiration of a statute of limitations or a period for the filing of claims for refunds, amended returns or appeals from adverse determinations) or (ii) the payment of Tax by Buyer, the Seller or the Optionor, whichever is responsible for payment of such Tax, with respect to any item disallowed or adjusted by a Governmental Authority, provided that such responsible Party or Parties determine(s) that no action is required to be taken to recoup such payment and the other Party agrees in writing.

## ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1 Assignment, Successors and No Third-Party Rights. No Party hereto may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties; provided that, Buyer shall be permitted to assign its respective rights, interests and obligations (in whole or in part) to any of its Affiliates without obtaining any consent from the Shareholders; provided that, no such assignment shall relieve Buyer of liability hereunder. Any purported assignment or delegation, except as expressly permitted pursuant to this Section 8.1, shall be void and without effect. Subject to the foregoing, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 8.1.

Section 8.2 Notices. Unless otherwise expressly provided herein, any notice, request, instruction or other document to be given hereunder by any Party to another Party shall be in writing and shall be deemed to have been duly given (i) when delivered, if delivered by hand; (ii) one (1) Business Day after being sent, if sent by overnight delivery via a national courier service; (iii) when transmitted and receipt is confirmed, if sent via facsimile with confirmation of receipt; or (iv) three (3) Business Days after mailing, if mailed by registered or certified mail (return receipt requested), to the Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 8.2):

If to Buyer, to:

1Spatial Holdings Limited  
Tennyson House Cambridge Business Park  
Cowley Road  
Cambridge  
Cambridgeshire  
CB4 0WZ  
Facsimile: +44(0) 207 900 6401

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

Brown Rudnick  
8 Clifford Street  
London  
W1S 2LQ  
Attention: Lena Hodge  
Facsimile: +44(0) 207 851 6100

If to Seller, to:

Steven Cox  
2213 Roswell Avenue  
Charlotte, NC 28027  
Facsimile: (703) 444-4922

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

Lum, Drasco & Positan, LLC  
103 Eisenhower Parkway  
Roseland, NJ 07068  
Attention: Philip L. Chapman  
Facsimile: (973) 403-9021

If to Optionor, to:

Mary Brauer-Cox  
2213 Roswell Avenue  
Charlotte, NC 28027  
Facsimile: (703) 444-4922

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

Lum, Drasco & Positan, LLC  
103 Eisenhower Parkway  
Roseland, NJ 07068  
Attention: Philip L. Chapman  
Facsimile: (973) 403-9021

If to the Company, to:

Laser-Scan Incorporated  
45945 Center Oak Plaza  
Suite 190  
Sterling, VA 20166  
Attention: President  
Facsimile: (703) 444-4922



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

Lum, Drasco & Positan, LLC  
103 Eisenhower Parkway  
Roseland, NJ 07068  
Attention: Philip L. Chapman  
Facsimile: (973) 403-9021

### Section 8.3 Mediation.

(a) Subject to Section 8.9, the Parties shall initially attempt in good faith to resolve any Action arising out of this Agreement and/or its subject matter or negotiation (whether arising under contract law, tort law or otherwise) (each, a “Dispute”) prior to commencing any formal action. If a Dispute has not been corrected or resolved within a reasonable time not to exceed thirty (30) days after a Party has first been notified by the other Party, then either Party may request that the Dispute be submitted to non-binding mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure.

(b) If a Party elects to request that the Dispute be submitted to non-binding mediation, such Party shall give notice to the other Party and to the CEDR, of such Party’s request for non-binding mediation (the “Mediation Notice”).

(c) Unless otherwise agreed by the Parties, (i) the mediator will be nominated by the CEDR within fourteen (14) days after the Mediation Notice and (ii) the mediation will start within twenty-eight (28) days after the Mediation Notice.

(d) Each Party shall participate in the mediation until the Dispute has (i) been settled or resolved or (ii) been declared terminated by the mediator.

(e) All statements, promises, offers, views and opinions made or communicated by a Party in the mediation proceedings shall be without prejudice, secret and confidential in all respects, and will not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding between the Parties; provided, however, that evidence otherwise discoverable or admissible will not be excluded from discovery or admission as a result of its use in the mediation proceeding.

(f) The Parties agree that the mediation proceedings shall be conducted in England and the Mediation Procedure (as referred to in the CEDR Model Procedure) shall be governed by, and shall be construed and enforced in accordance with, the internal laws of England and Wales.

(g) All costs, fees and expenses of the CEDR, the mediator and the mediation shall be borne fifty percent (50%) by Buyer and fifty percent (50%) Seller.

Section 8.4 Governing Law. SUBJECT TO SECTION 8.3, THIS AGREEMENT AND ALL MATTERS RELATING HERETO AND ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE

GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

Section 8.5 Consent to Jurisdiction. Subject to Section 8.3, the Parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any Dispute; (ii) agree not to commence any Dispute except in the state courts of Delaware or the United States District Court for the District of Delaware; and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such Dispute, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Dispute is brought in an inconvenient forum, that the venue of the Dispute is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

Section 8.6 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 8.7 Entire Agreement; Amendments and Waivers. This Agreement, together with all Exhibits and Schedules hereto, the Option Agreement, and the Confidentiality Agreement, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 8.8 Expenses. Except as expressly stated herein, each Party shall bear and pay all fees, costs and expenses (including legal fees and accounting fees) that have been incurred or that are incurred by such Party in connection with the transactions contemplated by this Agreement.

Section 8.9 Specific Performance. The Parties hereto agree that irreparable damage would occur to Buyer in the event of the Seller's breach or threatened breach of any covenant, obligation or other provision of this Agreement, including the performance of the obligations set forth in Article 2 and Section 5.1 of this Agreement. Notwithstanding anything herein to the contrary, Seller hereby agrees that, in the event of any breach or threatened breach by the Seller of any covenant, obligation or other provisions of this Agreement, Buyer shall be entitled (in addition to any other remedy that may be available to it, including monetary damages) to obtain (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision and (ii) an injunction restraining such breach or threatened breach. The Parties agree that no Party shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 8.9, and the Parties irrevocably waive any right they may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

Section 8.10 Confidentiality. Each Party agrees that all documents, materials and other information which it shall have obtained regarding the other Party during the course of the negotiations leading to the execution of this Agreement (whether obtained before or after the Effective Date), the investigation provided for herein and the preparation of this Agreement and other related documents, and all documents, materials and other information which it shall obtain regarding the other Party shall be held in confidence pursuant to the Confidentiality Agreement.

Section 8.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Parties. Delivery of an electronically executed counterpart of a signature page to this Agreement shall be as effective as delivery of a manually executed counterpart of this Agreement.

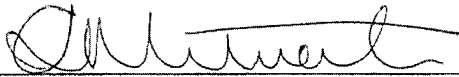
Section 8.12 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

Section 8.13 Headings. The headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

*(SIGNATURE PAGE TO FOLLOW)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

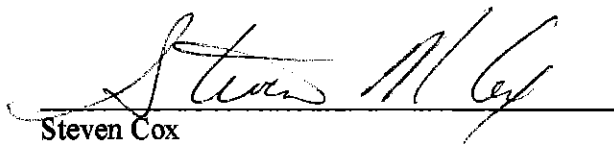
ISPATIAL HOLDINGS LIMITED

By:   
Name: Claire Milverton  
Title: Chief Financial Officer

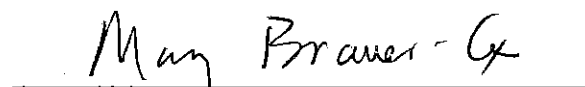
Address:  
Tennyson House Cambridge Business Park  
Cowley Road  
Cambridge  
Cambridgeshire  
CB4 0WZ

[Additional Signature Page Follows]

*[Signature Page to Share Purchase Agreement]*

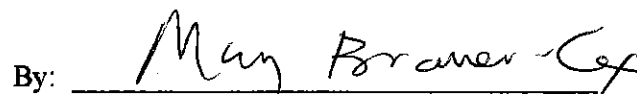
  
Steven Cox

Address:  
2213 Roswell Avenue  
Charlotte, NC 28027

  
Mary Brauer-Cox

Address:  
2213 Roswell Avenue  
Charlotte, NC 28027

LASER-SCAN INCORPORATED

By:   
Name: Mary Brauer-Cox  
Title: President

Address:  
45945 Center Oak Plaza  
Suite 190  
Sterling, VA 20166

**EXHIBIT A**

Option Agreement

**OPTION AGREEMENT**

**Dated February 2, 2015**

**By and Among**

**MARY BRAUER-COX,**

**(“Seller”)**

**1SPATIAL HOLDINGS LIMITED,**

**(“Optionee”)**

**and**

**LASER-SCAN INCORPORATED**

**(“Laser-Scan”)**

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## OPTION AGREEMENT

THIS OPTION AGREEMENT (this “Agreement”) is entered into as of the 2nd day of February, 2015 (the “Effective Date”), by and among Mary Brauer-Cox (“Seller”), and 1Spatial Holdings Limited, a company incorporated and registered in England and Wales (“Optionee,”) and Laser-Scan Incorporated, a Delaware corporation (“Laser-Scan” and together with Seller and Optionee, the “Parties” and each, a “Party”).

WHEREAS, Seller is the holder of twenty seven (27) shares of Common Stock (the “Option Shares”);

WHEREAS, concurrently with their entry into this Agreement, Seller and Optionee entered into that certain Share Purchase Agreement (the “SPA”), by and among Laser-Scan, Steven Cox, Seller and Optionee attached hereto as Exhibit A, pursuant to which, among other things, Steven Cox sold all of his Common Stock to Optionee;

WHEREAS, Optionee and Seller desire to enter into an agreement relating to the possible purchase and sale of the Option Shares on the terms and subject to the conditions of this Agreement (the “Transaction”).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

### ARTICLE I. - DEFINITIONS

#### Section 1.1 Defined Terms.

As used herein, the terms below shall have the following meanings:

“1Spatial UK” means 1Spatial PLC, a UK corporation.

“Acquisition Proposal” means any offer or proposal (other than the transactions contemplated by this Agreement and the SPA) relating to any of the following: (i) any business combination (whether effected by merger, consolidation, reorganization, recapitalization or otherwise) involving Laser-Scan or (ii) any transaction or series of related transactions involving the sale, license or other transfer to a third party of all or any significant portion of the capital stock or all or any significant portion of the Assets of Laser-Scan.

“Action” means any action, claim, suit, litigation, proceeding, arbitration, or investigation pending before or brought by a Governmental Authority or arbitral body.

“Admitted” means, if necessary, the admission of any Consideration Shares pursuant to a placing conducted after the date hereof to AIM.

“Agreement” has the meaning set forth in the Preamble.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with, such specified Person through one or more intermediaries or otherwise. For the purposes of this definition, “control” means, where used with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise, and the term “controlled” has the correlative meaning.

“AIM” means AIM, a market sponsored by the London Stock Exchange plc.

“Amended and Restated Charter” means Laser-Scan’s First Amended and Restated Certificate of Incorporation, which Laser-Scan shall adopt and file with the Secretary of State of the State of Delaware on or before the Effective Date, attached hereto as Exhibit B.

“Assets” means the right, title and interest of Laser-Scan in properties, assets and rights of any kind, whether tangible or intangible, real or personal.

“Business Day” means a day, other than a Saturday or Sunday or other day, on which commercial banks in Washington, D.C., are open for the general transaction of business.

“Call Option” has the meaning set forth in Section 6.2(a).

“Call Option Amount” shall mean the difference of (A) the product of (i) two million two hundred fifty thousand dollars (\$2,250,000) times (ii) fifty percent (50%) less (B) any fees paid to Optionee pursuant to a management agreement less (C) any dividends declared and actually paid to Optionee.

“Call Option Payment Date” has the meaning set forth in Section 6.2(b).

“CEDR” has the meaning set forth in Section 7.4(a).

“Common Stock” means the common stock, par value \$100.00 per share, of Laser-Scan.

“Confidentiality Agreement” means that certain Mutual Non-Disclosure Agreement, by and between 1Spatial UK and Laser-Scan, dated March 5, 2014.

“Consideration Shares” means ordinary shares in the capital of 1Spatial UK. For purposes of this Agreement, the value of each Consideration Share shall be equal to the average of the closing middle market quotations for an ordinary share of 1Spatial UK on AIM, as exchanged into U.S. dollars at the foreign exchange currency rate reported in the Wall Street Journal as published the one day immediately preceding the First Payment Date or Second Payment Date, as applicable, for each of the five (5) Business Days immediately preceding the First Payment Date or Second Payment Date, as applicable and (ii) each Consideration Share shall rank *pari passu* in all respects with the existing ordinary shares in the capital of 1Spatial UK, including the right to receive all dividends declared, made or paid after the First Payment Date or Second Payment Date, as applicable.

“Consents” means any and all Permits and any and all notices to, consents, approvals, clearances, ratifications, permissions, authorizations or waivers from third Persons, including from any Governmental Authority.

“Court Order” means any judgment, decision, decree, consent decree, injunction, ruling or order of any Governmental Authority that is binding on any Person or its property under applicable Laws.

“Dispute” has the meaning set forth in Section 7.4(a).

“Effective Date” has the meaning set forth in the Preamble.

“Final Determination” has the meaning set forth in Section 5.5.

“First Option Share Amount” means thirteen (13) shares of Common Stock.

“First Payment Amount” means, at the election of Seller, in her sole discretion, either (i) one million two hundred eighty two thousand dollars (\$1,282,000) less any Offset Amount, if any or (ii) the allotment and issue of Consideration Shares equal to one million two hundred eighty two thousand dollars (\$1,282,000) less any Offset Amount, if any.

“First Payment Date” means five (5) Business Days following the Option Exercise Notice.

“First Updated SPA Disclosure Schedules” has the meaning set forth in Section 2.4(a).

“Fraud” means any intentional misrepresentation, deceit or concealment of a material fact with the intention of depriving a Person of property or legal rights.

“Fundamental Representations” has the meaning set forth in Section 5.4(a)(ii).

“Governmental Authority” means any court, administrative agency, regulatory body, commission or other governmental authority or instrumentality of the U.S. or any other country or any state, county, municipality or other governmental division of the U.S. or any other country.

“Indemnifiable Costs” has the meaning set forth in Section 5.1(a)(i).

“Indemnified Parties” has the meaning set forth in Section 5.1(b).

“Indemnifying Party” has the meaning set forth in Section 5.2(b).

“Laser-Scan” has the meaning set forth in the Preamble.

“Laser-Scan Business” means providing geospatial software solutions or reselling third party geospatial software solutions, including cartographic production services, to mapping and defense agencies.

“Law” means, with respect to any Person, any federal, state, local or other statute, law, ordinance, rule, regulation, order, writ, injunction, judgment, award, decision, ruling or decree of any Governmental Authority applicable to such Person or any of such Person’s property or assets.

“Liability” means with respect to any Person any direct or indirect liability, indebtedness, obligation, commitment, expense, claim, deficiency, guaranty or endorsement of or by such Person of any type, whether accrued, absolute, contingent, matured, unmatured, liquidated or unliquidated.

“Mediation Notice” has the meaning set forth in Section 7.4(b).

“Offset Amount” means the amount of pending or unsatisfied claims of Optionee pursuant to Article 7 of the SPA, as of the First Payment Date or Second Payment Date, as applicable.

“Option” has the meaning set forth in Section 2.1.

“Option Exercise Date” has the meaning set forth set forth in Section 2.1

“Option Exercise Period” means any time from 1 February 2016 to 28 February 2016.

“Option Exercise Notice” has the meaning set forth in Section 2.1.

“Option Exercise Withdrawal Termination Date” has the meaning set forth in Section 3.1(a).

“Option Shares” has the meaning set forth in the recitals.

“Optionee” has the meaning set forth in the Preamble.

“Optionee Indemnified Parties” has the meaning set forth in Section 5.1(a)(i).

“Optionee Liquidation Event” shall mean (i) the consummation of the sale, lease, transfer or other disposition of the assets of the Optionee, which effectively constitutes the disposition of all or substantially all of the assets of the Optionee taken as a whole; (ii) the consummation of a merger or consolidation of the Optionee with or into another Person (except a merger or consolidation in which the beneficial holders of the capital stock of Optionee immediately prior to such merger or consolidation continue to beneficially hold at least a majority of the voting power of the capital stock of Optionee or the surviving or acquiring entity); or (iii) whether in one transaction or a series of related transactions, the closing of a transfer (whether by merger, consolidation or otherwise) to a Person or a group of affiliated Persons, which involves the capital stock of the Optionee, if, after such closing such Person or group of affiliated Persons, would hold at least a majority of the voting power of the capital stock of Optionee.

“Parties” and “Party” have the meanings set forth in the Preamble.

“Payment Amount” means the sum of the First Payment Amount and the Second Payment Amount.

“Permits” means all certifications, licenses, permits, franchises, approvals, authorizations, or consents of any Governmental Authority, necessary for or used in the conduct or operation of the Laser-Scan Business as presently conducted or ownership of the Assets.

“Person” means any person or entity, whether an individual, trustee, corporation, partnership, limited partnership, limited liability company, trust, unincorporated organization, business association, firm, joint venture, Governmental Authority or other entity of any kind.

“Pre-Closing Tax Period” means any taxable period ending on or before the First Payment Date or Second Payment Date, as applicable, and the portion through the end of the First Payment Date or Second Payment Date, as applicable, for any taxable period that includes (but does not end on) the First Payment Date or Second Payment Date, as applicable.

“Pre-Termination Period” has the meaning set forth in Section 4.2.

“Put Option” has the meaning set forth in Section 6.1(a).

“Put Option Amount” shall mean the difference of (A) the product of (i) two million two hundred fifty thousand dollars (\$2,250,000) times (ii) fifty percent (50%) less (B) any fees paid to Optionee pursuant to a management agreement less (C) any dividends declared and actually paid to Optionee.

“Put Option Payment Date” has the meaning set forth in Section 6.2(a).

“Representative” of any Person means any officer, director, principal, attorney, accountant, agent, employee or other representative of such Person.

“Second Option Share Amount” means fourteen (14) shares of Common Stock.

“Second Payment Amount” means, at the election of Optionee, in its sole discretion, either (i) nine hundred eighteen thousand dollars (\$918,000) less any Offset Amount, if any or (ii) the allotment and issue of the number of Consideration Shares equal to nine hundred eighteen thousand dollars (\$918,000) less any Offset Amount, if any.

“Second Payment Date” means no later than 28 March 2017.

“Second Updated SPA Disclosure Schedules” has the meaning set forth in Section 2.4(a).

“Seller” has the meaning set forth in the Preamble.

“Seller’s Portion” means (A) prior to the First Payment Date, fifty three percent (53%), the percentage that the Option Shares represent of all of the issued and outstanding shares of Laser-Scan after the Optionee’s purchase of Steven Cox’s shares of Laser-Scan pursuant to the SPA and (B) from the First Payment Date up to and including the Second Payment Date, the

percentage that the Second Option Share Amount represents all of the issued and outstanding shares of Laser-Scan.

“Seller Indemnified Parties” has the meaning set forth in Section 5.1(b).

“SPA” has the meaning set forth in the recitals.

“SPA Purchased Shares” means the twenty four (24) shares of Common Stock sold by Steven Cox to Optionee pursuant to the SPA.

“Straddle Period” has the meaning set forth in Section 4.10(a).

“Takeover Statutes” means a “fair price,” “moratorium,” “control share acquisition” or other similar antitakeover statute or regulation enacted under applicable Laws.

“Tax” or “Taxes” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, escheat, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, ad valorem, value added, alternative or add-on minimum or estimated tax or any other similar governmental charges in the nature of a tax, including any interest, penalty, or addition thereto, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the Tax Liability of any other Person.

“Tax Proceeding” has the meaning set forth in Section 4.12.

“Tax Return” means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Transaction” has the meaning set forth in the recitals.

“Updated SPA Disclosure Schedules” has the meaning set forth in Section 2.4(a).

## Section 1.2 Construction.

When a reference is made in this Agreement to an Article or a Section, such reference shall be to an Article or a Section of this Agreement unless otherwise indicated. Whenever the context requires: (i) the singular shall include the plural and vice versa; (ii) the masculine gender shall include the feminine and neuter genders; (iii) the feminine gender shall include the masculine and neuter genders; and (iv) the neuter genders shall include the masculine and female genders. Where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. All Schedules and Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” References to “*U.S.*” are to the United States of America. References to “dollars” or “\$” are to U.S. dollars.

Language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

## ARTICLE II. - OPTION TO PURCHASE; DELIVERIES

Section 2.1 The Option to Purchase. During the Option Exercise Period, Optionee shall have an exclusive irrevocable option (the “Option”), but not the obligation, exercisable in Optionee’s sole discretion, to acquire the Option Shares, on the terms and subject to the conditions set forth herein. Optionee shall exercise the Option, if at all, by giving written notice to Seller of the exercise of the Option (an “Option Exercise Notice”) during the Option Exercise Period (the date such notice is delivered, the “Option Exercise Date”).

Section 2.2 Consideration for the Option. Optionee shall pay Seller, as consideration for the Option, the amount of one dollar (\$1.00) (the “Option Consideration”), receipt of which is hereby acknowledged.

### Section 2.3 Deliveries.

(a) Concurrently with the execution and delivery of this Agreement, Optionee is delivering to Seller (i) the SPA, duly executed by Optionee and (ii) the Option Consideration.

(b) Concurrently with the execution and delivery of this Agreement, Seller is delivering to Optionee (i) the SPA, duly executed by Seller, Steven Cox and Laser-Scan and (ii) evidence that the Amended and Restated Charter has been filed with the Secretary of State of the State of Delaware.

### Section 2.4 Actions Upon Exercise of the Option.

(a) Updated SPA Disclosure Schedules. In the event that Optionee exercises the Option, Seller shall (i) not later than ten (10) Business Days following the Option Exercise Date but no less than five (5) Business Days prior to the First Payment Date, deliver to Optionee the disclosure schedules to the SPA as of the date of delivery (the “First Updated SPA Disclosure Schedules”) and (ii) on the Second Payment Date, deliver to Optionee the disclosure schedules to the representations and warranties of Seller contained in Sections 3.1 and 3.2 of the SPA as of the Second Payment Date (the “Second Updated Disclosure Schedules” and together with the First Updated SPA Disclosure Schedules, the “Updated Disclosure Schedules”).

(b) Consideration Election. In the event that Optionee exercises the Option, (i) Seller shall, not later than five (5) Business Days prior to the First Payment Date, provide written notice to Optionee as to its election to pay the First Payment Amount in cash or Consideration Shares and (ii) Optionee shall, not later than thirty (30) Business Days prior to the Second Payment Date, provide written notice to Seller as to its election to pay the Second Payment Amount in cash or Consideration Shares.

(c) First Payment Date Deliveries. In the event that Optionee exercises the Option, on the First Payment Date:



(i) Seller shall deliver a certificate, dated as of the First Payment Date, in the form attached hereto as Exhibit C, certifying that: (A) each of the representations and warranties of Seller contained in the SPA are true and correct as of the First Payment Date, as modified by the First Updated SPA Disclosure Schedules, except with respect to representations and warranties that address matters only as of a particular date, which shall remain true and correct as of such date and (B) Seller is not otherwise in material breach of any of its obligations under this Agreement or the SPA;

(ii) Seller shall deliver a non-foreign affidavit form, dated as of the First Payment Date, in the form and substance required under Treasury Regulation Section 1.1445-2(b)(2)(iv)(A) such that Optionee is exempt from withholding any portion of the First Payment Amount;

(iii) Seller shall surrender the certificate evidencing the Option Shares for cancellation to Laser-Scan, with a copy to Optionee, and Laser-Scan shall prepare a new certificate evidencing and representing the Second Option Share Amount;

(iv) Seller shall have delivered customary assignments for the First Option Share Amount accompanied by duly executed stock powers, free and clear of all Liens;

(v) no temporary restraining order, preliminary or permanent injunction or other Court Order preventing the consummation of the transactions contemplated hereby shall have been issued by any Governmental Authority and remain in effect, and there shall not be any Laws enacted or deemed applicable to the Transaction that makes the Transaction illegal;

(vi) no Person shall have commenced or threatened to commence any Action challenging or seeking the recovery of damages in connection with the Transaction or seeking to prohibit or limit the exercise by Optionee of any right pertaining to ownership of the First Option Share Amount;

(vii) Laser-Scan shall not have had a material adverse event since the Effective Date;

(viii) Optionee shall deliver a certificate, dated as of the First Payment Date, in the form attached hereto as Exhibit D, certifying that: (A) each of the representations and warranties of Optionee contained in the SPA are true and correct as of the First Payment Date, except with respect to representations and warranties that address matters only as of a particular date, which shall remain true and correct as of such date and (B) Optionee is not otherwise in material breach of any of its obligations under this Agreement or the SPA; and

(ix) Optionee shall, based on Seller's election pursuant to Section 2.4(b), either (A) pay Seller the First Payment Amount by wire transfer of immediately available funds to an account previously specified in writing by Seller or (B) subject to any requirement to have the Consideration Shares Admitted, Optionee shall cause 1Spatial UK to issue Consideration Shares equal to the First Payment Amount; provided, however, that if the Consideration Shares have to be Admitted, Optionee shall cause 1Spatial UK to issue the Consideration Shares as soon as practical thereafter.

(d) Second Payment Date Deliveries. In the event that Optionee exercises the Option, on the Second Payment Date:

(i) Seller shall deliver a certificate, dated as of the Second Payment Date, in the form attached hereto as Exhibit E, certifying that: (A) the representations and warranties of Seller contained in Sections 3.1 and 3.2 of the SPA are true and correct as of the Second Payment Date, as modified by the Second Updated Disclosure Schedules, except with respect to which such representations and warranties address matters only as of a particular date, which shall remain true and correct as of such date and (B) Seller is not otherwise in material breach of any of its obligations under this Agreement or the SPA;

(ii) Seller shall deliver a non-foreign affidavit form, dated as of the Second Payment Date, in form and substance required under Treasury Regulation Section 1.1445-2(b)(2)(iv)(A) such that Optionee is exempt from withholding any portion of the Second Payment Amount;

(iii) Seller shall surrender the certificate issued in connection with Section 2.4(c)(iii) evidencing the Second Option Share Amount for cancellation to Optionee;

(iv) Seller shall have delivered customary assignments for the Second Option Share Amount accompanied by duly executed stock powers, free and clear of all Liens;

(v) no temporary restraining order, preliminary or permanent injunction or other Court Order preventing the consummation of the transactions contemplated hereby shall have been issued by any Governmental Authority and remain in effect, and there shall not be any Laws enacted or deemed applicable to the Transaction that makes the Transaction illegal;

(vi) no Person shall have commenced or threatened to commence any Action challenging or seeking the recovery of damages in connection with the Transaction or seeking to prohibit or limit the exercise by Optionee of any right pertaining to ownership of the Second Option Share Amount;

(vii) Optionee shall deliver a certificate, dated as of the Second Payment Date, in the form attached hereto as Exhibit F, certifying that: (A) each of the representations and warranties of Optionee contained in the SPA are true and correct as of the Second Payment Date, except with respect to representations and warranties that address matters only as of a particular date, which shall remain true and correct as of such date and (B) Optionee is not otherwise in material breach of any of its obligations under this Agreement or the SPA; and

(viii) Optionee shall, based on Optionee's election pursuant to Section 2.4(b), either (A) pay Seller the Second Payment Amount by wire transfer of immediately available funds to an account previously specified in writing by Seller or (B) subject to any requirement to have the Consideration Shares Admitted, Optionee shall cause 1Spatial UK to issue Consideration Shares equal to the Second Payment Amount; provided, however, that if the Consideration Shares have to be Admitted, Optionee shall cause 1Spatial UK to issue the Consideration Shares as soon as practical thereafter.

### ARTICLE III. - TERMINATION

#### Section 3.1 Termination Rights.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated:

(i) at any time prior to the Option Exercise Date, by the written agreement of Optionee and Seller; or

(ii) at any time prior to the First Payment Date, by Optionee, by delivery of written notice to Seller after Optionee's receipt of the Updated SPA Disclosure Schedules, in the event that such Updated SPA Disclosure Schedules contains a change of more than one hundred thousand dollars (\$100,000) or a change otherwise deemed material to the Laser-Scan Business by the Optionee (the "Option Exercise Withdrawal Termination Date").

(b) Unless earlier terminated in accordance with Section 3.1(a), this Agreement shall terminate automatically and without further notice on: the Option Exercise Date if Optionee does not exercise the Option on the Option Exercise Date.

Section 3.2 Effect of Termination. In the event that this Agreement shall be terminated pursuant to this Article 3, all further obligations pursuant to Article 2 of the Parties under this Agreement shall be terminated without further Liability of either Party to the other; provided, however, that neither Optionee nor Seller shall be relieved of any obligation or Liability arising as a result of Fraud by such party of any provision of this Agreement prior to the date of such termination.

### ARTICLE IV. – COVENANTS

Section 4.1 Covenant Not to Compete; Covenant Not to Solicit. For and in consideration of the Option Consideration paid to the Seller as of the Effective Date and, if applicable, the Payment Amount at the relevant payment date, the Seller covenants and agrees, for a period of four (4) years from and after the later of (i) the Option Exercise Date or (ii) the Second Payment Date, that she will not, directly or indirectly, without the prior written consent of Optionee, for or on behalf of any Person other than Optionee or its Affiliates:

(a) Manage, control, participate in, consult with, render services for, become interested or engaged, directly or indirectly, as a shareholder, bondholder, creditor or Representative of, or in any manner associated with, or give financial, technical or other assistance to, any Person, firm or corporation that engages in or competes with the Laser-Scan Business in the U.S.; provided, however, that no owner of less than one percent (1%) of the outstanding stock of any publicly traded corporation shall be deemed to be in a violation of this Section 4.1 solely by reason thereof (so long as Seller has no active participation in the business of such corporation).

(b) (i) Solicit or induce, or attempt to solicit or induce any employee, independent contractor or consultant of Laser-Scan to terminate such Person's relationship with Laser-Scan, or in any way interfere with the relationship between Laser-Scan and any employee,

independent contractor or consultant thereof, except as a result of a general solicitation in news media of general circulation; (ii) induce or attempt to induce any customer, supplier, vendor, service provider, employee, licensee, licensor, lessor, franchisee or other business relation of Laser-Scan or the Laser-Scan Business to cease doing business with Laser-Scan; or (iii) in any way interfere with the relationship between any such customer, supplier, vendor, service provider, employee, licensee, licensor, lessor, franchisee or other business relation and Laser-Scan (including making any negative statements or communications about Optionee, Laser-Scan or the Laser-Scan Business).

(c) Seller acknowledges that the covenants contained in this Section 4.1 hereof are of a special, unique, unusual and extraordinary character, which give them peculiar value, the loss of which cannot be reasonably or adequately compensated in an action at law, and that, in the event there is a breach thereof by Seller, Optionee will suffer irreparable harm, the amount of which will be impossible to ascertain and Optionee shall be entitled to specific performance as set forth in Section 7.10. If Optionee is obliged to resort to the courts for the enforcement of any of the covenants contained in this Section 4.1, each such covenant shall be extended for a period of time equal to the period of such breach, if any, which extension shall commence on the later of (i) the date on which the original (unextended) term of such covenant is scheduled to terminate or (ii) the date of the final court order (without further right of appeal) enforcing such covenant.

(d) If the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 4.1 is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

(e) Seller expressly acknowledges and agrees that (i) each and every restriction contained in this Section 4.1 is reasonable in all respects (including with respect to subject matter, time period and geographical area) and such restrictions are necessary to protect Optionee's interest in, and value of, Laser-Scan (including the goodwill inherent therein); (ii) Seller is primarily responsible for the creation of such value; and (iii) Optionee would not have entered into this Agreement and consummated the Transaction without the restrictions contained in this Section 4.1.

**Section 4.2 Conduct of Business.** During the period beginning on the Effective Date and ending on the later of (i) the Option Exercise Date or (ii) the Second Payment Date (the "Pre-Termination Period"), Laser-Scan shall, except as consented to by Optionee in writing, (A) operate the Laser-Scan Business in the ordinary course and in accordance with past practice; (B) operate the Laser-Scan Business in accordance with applicable Law; and (C) comply with the terms of the Amended and Restated Charter and its bylaws (including with respect to any amendment, restatement or waiver thereof).

Section 4.3 Access by Optionee. During the Pre-Termination Period, Laser-Scan shall, and shall cause Laser-Scan's Representatives to, afford Optionee and its Representatives reasonable access upon reasonable notice and at reasonable times to the Laser-Scan Business for the purpose of inspecting the same, and to its officers, employees and Representatives, properties, books and records, contracts and other Assets, and shall furnish to Optionee and its Representatives, upon reasonable notice and in a timely manner, all material financial, operating and other data and information as Optionee or its Representatives may reasonably request. Nothing herein shall require Laser-Scan to disclose any information to Optionee or its Representatives if such disclosure would, in Laser-Scan's reasonable discretion after consultation with Laser-Scan's legal counsel, (i) waive any attorney-client or other legal privilege or (ii) contravene any applicable Law, or breach any binding agreement entered into prior to the Effective Date; provided, however, that in the event Laser-Scan elects to withhold information pursuant to (i) or (ii) of this Section 4.3, Laser-Scan shall provide, within three (3) Business Days of Laser-Scan's election, a reasonably detailed description of the facts and circumstances surrounding its decision to withhold such information; provided further than, notwithstanding such election, Laser-Scan shall (A) authorize and instruct its legal counsel to discuss Laser-Scan's determination and the bases thereof with Optionee's legal counsel and (B) in any and all events use commercially reasonable efforts to disclose such information to Optionee without waiving, contravening or breaching the matters described in clauses (i) and (ii) above.

Section 4.4 Notification of Certain Matters. During the Pre-Termination Period, each Party shall promptly notify the other Party in writing of:

(a) the discovery by such Party of any event, condition, fact or circumstance that occurred or existed on or prior to the Effective Date, the First Payment Date or the Second Payment Date and that would reasonably be expected to cause any of the conditions to the obligations of Optionee to consummate the transactions contemplated hereby or by the SPA not to be satisfied; and

(b) any breach of any covenant or obligation of such Party under this Agreement or the SPA.

Section 4.5 Takeover Statutes. If any Takeover Statute is or may become applicable to the transactions contemplated hereby or the SPA, Laser-Scan's board of directors will grant such approvals and take such actions as are necessary so that the transactions contemplated hereby and the SPA may be consummated as promptly as practicable on the terms contemplated hereby and thereby and otherwise act to eliminate the effects of any Takeover Statute on any of the transactions contemplated hereby and thereby.

Section 4.6 Necessary Consents. During the Pre-Termination Period, each Party will use commercially reasonable efforts to obtain such Consents from Governmental Authorities and third parties which are necessary to the consummation of the transactions provided for herein and the SPA; provided that the agreement of Laser-Scan with respect to any such Consent shall not be unreasonably withheld, conditioned or delayed.

Section 4.7 Reasonable Efforts. Subject to the terms and conditions set forth in this Agreement, during the Pre-Termination Period, each of Seller, Optionee and Laser-Scan shall use commercially reasonable efforts (subject to, and in accordance with, applicable Laws) to take promptly, or cause to be taken, all actions, and to do promptly, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to consummate the transactions contemplated hereby and by the SPA.

Section 4.8 Acquisition Proposals. Prior to 31 October 2016, Laser-Scan shall not, nor shall it permit or cause any of its Affiliates, or any officer, director, employee, investment banker or other Representative of Laser-Scan to, directly or indirectly, (i) solicit, initiate, or knowingly encourage the submission of any Acquisition Proposal; (ii) enter into any agreement with respect to, otherwise approve or recommend, or consummate, any Acquisition Proposal; or (iii) participate in any discussions or negotiations regarding or furnish to any Person any information for the purpose of facilitating the making of, or take any other action for the purpose of facilitating any inquiries or the making of, any proposal that constitutes or would reasonably be expected to lead to, any Acquisition Proposal. Laser-Scan shall notify Optionee in writing promptly (but in any case within one (1) Business Day) after receipt by it of any Acquisition Proposal or any request for information in connection with an Acquisition Proposal or for access to any of the properties, books or records or other Assets of Laser-Scan by any Person that informs Laser-Scan that it is considering making, or has made, an Acquisition Proposal (such notice shall provide all details of such Acquisition Proposal or request, including the identity of the Person making such proposal).

Section 4.9 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other such Taxes, and all conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with this Agreement or the consummation of the transactions contemplated by this Agreement shall be paid by the Seller when due, and Seller shall, at Seller's own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes, fees, and charges.

Section 4.10 Short Year Tax Returns.

(a) Straddle Period. In case of any taxable period that includes (but does not end on) the First Payment Date or Second Payment Date, as applicable (each such period, a "Straddle Period"), the amount of any Taxes based on or measured by income, receipts, or payroll of Laser-Scan for any Pre-Closing Tax Period shall be determined based on an interim closing of the books as of the close of business on the First Payment Date or Second Payment Date, as applicable, and the amount of other Taxes of Laser-Scan for a Straddle Period that relates to any Pre-Closing Tax Period shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the First Payment Date or Second Payment Date, as applicable, and the denominator of which is the number of days in such Straddle Period.

(b) Tax Returns. Optionee shall prepare or cause to be prepared and file or cause to be filed all Tax Returns for Laser-Scan for all periods ending on or prior to the First Payment Date or Second Payment Date, as applicable, that are filed after the First Payment Date or Second Payment Date, as applicable. Optionee shall deliver such Tax Returns to the Seller for

review at least forty (40) days before the date on which such Tax Returns are required to be filed. Failure of the Seller to object to such Tax Returns by a writing received by the Optionee within thirty (30) days of such delivery shall constitute consent thereto by the Seller. Optionee and Seller shall undertake in good faith to resolve any issues raised in any such written objection prior to the due date (including any extension thereof) for filing such Tax Returns and mutually consent to the filing of such Tax Returns, in which case the information and total amount of Taxes shown to be due on such agreed Tax Returns shall be final and binding on the Parties absent manifest error. If the Optionee and Seller are unable to resolve any dispute concerning such Tax Returns by the earlier of (A) seven (7) days after the date of Optionee's receipt of written notice from the Seller setting forth the Seller's proposed resolution of such dispute, or (B) seven (7) days prior to the due date for filing of such Tax Returns in question (including any extension thereof), Optionee and Seller shall submit all such disputes to an independent accountant mutually acceptable to them for resolution. In any case where a disputed item has not been resolved, either by mutual agreement of Optionee or Seller or by a determination of the independent accountant, prior to the due date (including any extension thereof) for filing such Tax Returns, then Laser-Scan may resolve such item as Laser-Scan shall determine in its sole discretion and cause such Tax Returns to be filed on the due date (including any extension thereof) for filing such Tax Returns without the consent of the Seller. Notwithstanding the filing of such Tax Returns, (A) the independent accountant shall make a determination with respect to any such disputed item and (B) the amounts due with respect to such Tax Returns (including items on a K-1) shall be determined after giving effect to the independent accountant's determination and Laser-Scan shall file such amended Tax Returns as are necessary to reflect such determination. All costs and expenses associated with or charged by the independent accountant shall be borne fifty percent (50%) by Optionee and fifty percent (50%) by Seller.

**Section 4.11 Cooperation on Tax Matters.** After the First Payment Date, the Parties shall each cooperate, and the Optionee shall cause Laser-Scan to cooperate, as reasonably requested by any other Party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Optionee shall retain, and shall cause Laser-Scan to retain, and to provide to Seller upon request, records and information reasonably relevant to such audit, litigation or other proceeding, and to make employees available to Seller on a mutually convenient basis to explain such records or provide additional information. Optionee shall cause Laser-Scan or any successor controlled by Optionee to retain all books and records with respect to Tax matters for any period beginning prior to the First Payment Date until the expiration, as extended, of all applicable statutes of limitation and to give reasonable advance notice to Seller prior to destroying, transferring or discarding any such books and records, provided that Optionee shall cause Laser-Scan to transfer to Seller possession of such books and records proposed to be destroyed, transferred or discarded if Seller so requests. Each of the Parties, upon request of another Party, shall use reasonable efforts to obtain from any Person any document that is necessary to mitigate, reduce or eliminate any Tax on Laser-Scan or on any Party, including as a result of the transactions described in this Agreement.

**Section 4.12 Tax Proceedings.** This Section 4.12 shall apply to any third party claim relating to Tax Proceedings (as defined below). After the First Payment Date or Second Payment Date, as applicable, Optionee shall promptly notify the Seller in writing of the proposed assessment or the commencement of any Tax audit or administrative or judicial proceeding or of any demand or claim which, if determined adversely to the taxpayer or after the lapse of time,

could be grounds for payment of indemnification for Taxes by the Seller under this Agreement (a “Tax Proceeding”), provided, however, that the failure to give such notice shall not affect the indemnification provided hereunder except to the extent the Seller has been actually prejudiced as a result of such failure. Such notice shall contain factual information describing the asserted Tax Liability in reasonable detail and shall include copies of any notice or other document received from any Governmental Authority in respect of any such asserted Tax Liability. Optionee shall have the right to control the conduct of such Tax Proceeding, provided that (i) Optionee shall keep Seller informed on a timely basis with respect to any developments relating to such Tax Proceedings (including the delivery of copies of any correspondence with the applicable Governmental Authority) and shall timely provide Seller with any other materials relating to such Tax Proceedings that are reasonably requested by Seller, and (ii) Optionee shall consider in good faith any comments provided by Seller with respect to any Tax Proceeding.

Section 4.13 No Code Section 336(e) Election. Neither Laser-Scan nor the Seller shall make an election under Section 336(e) of the Code with respect to the transactions contemplated by this Agreement.

Section 4.14 Transfer Restrictions. Other than pursuant to this Agreement, the Seller agrees that the Option Shares, and any rights therein, shall not be sold, pledged, or otherwise transferred, and Laser-Scan shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge or transfer.

## ARTICLE V. – INDEMNIFICATION

### Section 5.1 Indemnification.

#### (a) Indemnification of Optionee.

(i) From and after the Closing (as defined in the SPA), subject to the limitations as provided in Section 5.4, Seller shall indemnify and hold harmless Optionee and its Affiliates, shareholders, partners, officers, directors, employees, agents, Representatives, successors and permitted assigns (collectively, the “Optionee Indemnified Parties”) from and against any and all damages, losses, claims, Liabilities, demands, charges, suits, Taxes, penalties, costs and expenses whether or not arising out of third party claims (including interest, court costs and reasonable attorneys’ fees and expenses incurred in investigating and preparing for any litigation or proceeding in connection with any of the foregoing) (collectively, the “Indemnifiable Costs”), which any of the Optionee Indemnified Parties may sustain, or to which any of the Optionee Indemnified Parties may be subjected, arising out of upon, attributable to, in connection with or resulting from (A) the breach or inaccuracy of any representation or warranty of Seller set forth in Section 3.1 and Section 3.2 of the SPA made in the SPA, this Agreement, or any document or certificate delivered hereunder or pursuant thereto or hereto or (B) the breach of any covenant or other agreement on the part of such Seller pursuant to Section 4.1 hereof.

(ii) From and after the First Payment Date, Seller shall indemnify and hold harmless the Optionee Indemnified Parties from and against the Seller’s Portion of any and all Indemnifiable Costs which any of the Optionee Indemnified Parties may sustain, or to which any of the Optionee Indemnified Parties may be subjected, arising out of upon, attributable to, in



connection with or resulting from (A) the breach or inaccuracy of any representation or warranty of the Shareholders (as defined in the SPA) or Laser-Scan in the SPA, this Agreement, or any document or certificate delivered hereunder, as modified by the Updated SPA Disclosure Schedules; (B) the breach of any covenant or other agreement on the part of the Shareholders or Laser-Scan in the Transaction Documents (as defined in the SPA) (other than covenants or agreements of Laser-Scan to be performed after the First Payment Date and other than covenants to be performed by Seller pursuant to Section 4.1 hereof (in which case, Seller shall be subject to the indemnification obligations in Section 5.1(a)(i)); and (C) all Taxes (or the non-payment thereof) of Laser-Scan for any Pre-Closing Tax Period and any and all Taxes of any Person (other than Laser-Scan) imposed on Laser-Scan as a transferee or successor, by contract or pursuant to any law, rule, or regulation, which Taxes relate to an event or transaction occurring during any Pre-Closing Tax Period.

(iii) Indemnification of Seller. From and after the First Payment Date, subject to the limitations as provided in Section 5.4, Optionee agrees to indemnify and hold harmless Seller and its Affiliates, agents, Representatives, successors and permitted assigns (collectively, the “Seller Indemnified Parties” and together with the Optionee Indemnified Parties, the “Indemnified Parties”) from and against the Seller’s Portion of any and all Indemnifiable Costs, which any of the Seller Indemnified Parties may sustain, or to which any of the Seller Indemnified Parties may be subjected, arising out of, upon, attributable to, in connection with or resulting from (A) the breach or inaccuracy of any representation or warranty of the Optionee in the Transaction Documents on the part of the Optionee or Laser-Scan (other than covenants or agreements of Laser-Scan to be performed after the First Payment Date).

(b) Determination of Loss and Amount. For purposes of determining whether any breach has occurred pursuant to this Agreement or the SPA, or the amount of any Indemnifiable Costs, the representations, warranties, covenants and agreements of the Parties set forth in the Transaction Documents will be considered without regard to any materiality or Material Adverse Effect qualification set forth therein

## Section 5.2 Defense of Claims.

(a) Tax Matters. Notwithstanding anything to the contrary in this Section 5.2, in the case of claims for indemnification arising from any Tax matter (whether or not brought by Buyer, any Affiliate of Buyer or any third party), the provisions of Section 4.12 shall govern the defense and resolution of such claims.

(b) Defense of Claims. In the case of any claim for indemnification arising from a claim of a third party (including any Governmental Authority), an Indemnified Party must give prompt written notice after the Indemnified Party’s receipt of notice of such claim, to the Optionee, in the case of a Seller Indemnified Party, or to the Seller, in the case of an Optionee Indemnified Party (the “Indemnifying Party”). The written notice shall state in reasonable detail the nature and basis of such claims and the dollar amount of such claim, to the extent known. The failure to give such notice will not, however, relieve any Indemnifying Party of its indemnification obligations except to the extent that an Indemnifying Party is actually and materially harmed thereby. The Indemnifying Party will have the right to defend and to direct the defense against any such claim in its name and at its expense with counsel selected by the

Indemnifying Party (that shall be reasonably acceptable to the Indemnified Party) unless there is a conflict of interest between the Indemnified Party and the Indemnifying Party in the conduct of such defense, if the Indemnifying Party (i) demonstrates to the Indemnified Party in writing such Indemnifying Party's financial ability to provide full indemnification to the Indemnified Party with respect to such matter and (ii) demonstrates that, after giving effect to the application of the limitations in Section 5.4, the Indemnifying Party is reasonably likely to be responsible for a greater portion of the Indemnifiable Costs than the Indemnified Party (and with respect to such portion, agrees in writing that such claim is indemnifiable hereunder, subject to the limitations and provisions set forth in this Article V). If the Indemnifying Party assumes the defense of a third party claim, it shall be conclusively established for purposes of this Agreement and the SPA that the claims made in such third party claim are within the scope of and subject to indemnification. In addition, the Indemnifying Party shall not be entitled to assume control of such defense if (1) the third party claim relates to or arises in connection with any criminal proceeding against the Indemnified Party; (2) the third party claim seeks an injunction or equitable relief against the Indemnified Party; or (3) the Indemnifying Party failed or is failing to vigorously prosecute or defend such third party claim. If the Indemnifying Party is entitled to compromise or defend such claim, it will notify the Indemnified Party of its intent to use commercially reasonable efforts to do so, and the Indemnified Party must, at the request and expense of the Indemnifying Party, cooperate in the defense of such claim. If the Indemnifying Party elects, in writing delivered to the Indemnified Party, not to compromise or defend such claim, the Indemnified Party may pay, compromise or defend such claim. Notwithstanding anything to the contrary contained herein, the Indemnifying Party will have no indemnification obligations with respect to any claim which has been or will be settled by the Indemnified Party without the prior written consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed). The Indemnifying Party's right to direct the defense will include the right to compromise or enter into an agreement settling any claim by a third party only with the consent of the Indemnified Party (such consent not to be unreasonably withheld, conditioned or delayed), unless the Indemnified Party receives a full release with respect to such claim and the sole relief in such settlement is that monetary damages are paid in full by the Indemnifying Party. The Indemnified Party will have the right to participate in the Indemnifying Party's defense of any claim with counsel selected by it subject to the Indemnifying Party's right to direct the defense. The fees and disbursements of such counsel will be at the expense of the Indemnified Party (unless the Indemnified Party's counsel shall have advised the Indemnified Party in writing, with a copy delivered to the Indemnifying Party, that there is a conflict of interest that could make it inappropriate under applicable standards of professional conduct for the Indemnifying Party and the Indemnified Party to have common counsel). An Indemnifying Party who is not permitted to direct the defense hereof will have the right to participate in the Indemnified Party's defense of any claim with counsel selected by it subject to the Indemnified Party's right to direct the defense. The fees and disbursements of such counsel will be at the expense of the Indemnifying Party.

(c) Non-Third Party Claims. Any claim which does not result from a third party claim will be asserted by a written notice from the Indemnified Party to the Indemnifying Party. The Indemnifying Party will have a period of thirty (30) days after receipt of such notice within which to respond thereto. The written notice shall state in reasonable detail the nature and basis of such claim and the dollar amount of such claim, to the extent known. The failure to give such notice will not, however, relieve any Indemnifying Party of its indemnification obligations

except to the extent that an Indemnifying Party is actually and materially harmed thereby. If the Indemnifying Party does not respond within such thirty (30) days, the recipient will be deemed to have accepted responsibility for the Indemnifiable Costs set forth in such notice and will have no further right to contest the validity of any claim (or the amount of such claim) set forth in such notice. If the Indemnifying Party responds within such thirty (30) days after the receipt of the notice and rejects such claim in whole or in part, the Indemnified Party will be free to pursue such remedies as may be available to it under contract or applicable law, subject to the terms of this Agreement.

Section 5.3 Manner of Payment. Any indemnification owing to the Indemnified Parties pursuant to this Article V shall be paid by, or on behalf of, the Indemnifying Party in immediately available funds to an account designated in writing by the Indemnified Parties within thirty (30) days after the final determination thereof.

Section 5.4 Limits on Indemnification.

(a) All Indemnifiable Costs sought by any Party hereunder shall be (i) net of any insurance proceeds actually received by such Person with respect to such claim (net of any deductible amounts, costs of collection and increased premiums) or Tax benefits to the extent actually received by such Person as a result of an indemnified claim (during the fiscal year in which such Indemnifiable Costs were incurred) and (ii) made regardless of any investigation at any time made by or on behalf of any Party hereto or of any information any Party may have in respect thereof. The indemnification provisions of this Article V shall survive as follows:

(i) except as set forth below, all representations and warranties and the related indemnities made in the SPA, this Agreement, or any document or certificate delivered hereunder or pursuant thereto or hereto or in connection with the transactions contemplated hereby or thereby shall survive the Second Payment Date for a period of two (2) years;

(ii) the representations and warranties contained in Sections 3.1, 3.2, 3.6, 3.7, 3.13, 3.27, 4.2 and 4.3 of the SPA made in the SPA, this Agreement, or any document or certificate delivered hereunder or pursuant thereto or hereto (the “Fundamental Representations”), the right to make any claim for fraud, fraudulent conduct or willful misrepresentation, and the related indemnities, shall survive the Second Payment Date indefinitely and not expire;

(iii) notwithstanding anything to the contrary herein, all covenants set forth in the Transaction Documents shall survive in accordance with their respective terms.

Notwithstanding the foregoing, any indemnification claims made prior to the expiration of the applicable statute of limitations or survival period set forth in the preceding sentence, shall continue to survive until such claim is finally resolved.

(b) Neither Optionee nor Seller shall be liable for incidental, consequential or punitive damages except to the extent such incidental, consequential or punitive damages are actually paid to a third party.

(c) The Indemnified Party will use its reasonable efforts to make insurance claims relating to any indemnifiable event for which it is seeking indemnification pursuant to this Article V; provided, however: (A) that the Indemnified Party shall not be required to initiate legal proceedings and (B) the Indemnifying Party shall not be permitted to delay payment while such insurance claims are in process.

Section 5.5 Treatment of Payments. Any indemnification received or paid under this Article V shall be treated by Optionee, the Seller and their respective Affiliates, to the extent permitted by law, as an adjustment to the Payment Amount unless a Final Determination (defined below) causes any such amount not to constitute an adjustment to the purchase price for federal Tax purposes. The term “Final Determination” shall mean (i) any final determination of Liability in respect of a Tax that, under applicable law, is not subject to further appeal, review or modification through proceedings or otherwise (including the expiration of a statute of limitations or a period for the filing of claims for refunds, amended returns or appeals from adverse determinations) or (ii) the payment of Tax by Optionee or the Seller, whichever is responsible for payment of such Tax, with respect to any item disallowed or adjusted by a Governmental Authority, provided that such responsible Party or Parties determine(s) that no action is required to be taken to recoup such payment and the other Party agrees in writing.

## ARTICLE VI. – REPURCHASE OPTIONS

### Section 6.1 Put Option.

(a) If the First Updated Disclosure Schedules contain a change of more than one hundred thousand dollars (\$100,000) or a change otherwise deemed material to the Laser-Scan Business by the Optionee, the Optionee may, in its sole discretion, require that the Seller or her designee repurchase all of the SPA Purchased Shares for a purchase price equal to the Put Option Amount (the “Put Option”).

(b) Optionee may exercise the Put Option by delivering written notice to the Seller, within thirty (30) days after the Option Exercise Withdrawal Termination Date, stating that it is exercising its Put Option and the closing of such sale shall occur no less than forty five (45) days after such written notice (the “Put Option Payment Date”). On the Put Option Payment Date, (i) the Seller shall pay to the Optionee, by wire transfer in immediately available funds, the Put Option Amount and (ii) the Optionee shall deliver customary assignments for the SPA Purchased Shares accompanied by duly executed stock powers, free and clear of all Liens. The Parties agree that they shall negotiate, in good faith, execute and deliver definitive agreements effectuating the Put Option prior to the Put Option Payment Date. The closing of the Put Option shall take place at the offices of Brown Rudnick LLP, 8 Clifford Street, London, W1S 2LQ.

### Section 6.2 Call Option.

(a) In the event that Optionee does not exercise the Option, the Seller or her designee shall have the right to require the Optionee to sell all of the SPA Purchased Shares to her or her designee for a purchase price equal to the Call Option Amount (the “Call Option”).

(b) Seller may exercise the Call Option by delivering written notice, within thirty (30) days after the termination of this Agreement in accordance with Article 3, to the Optionee stating that such she is exercising her Call Option and the closing of such purchase shall occur no less than forty five (45) days after such written notice (“Call Option Payment Date”). On the Call Option Payment Date, (i) the Seller shall pay to the Optionee, by wire transfer in immediately available funds, the Call Option Amount and (ii) the Optionee shall deliver customary assignments for the SPA Purchased Shares accompanied by duly executed stock powers, free and clear of all Liens. The Parties agree that they shall negotiate, in good faith, execute and deliver definitive agreements effectuating the Call Option prior to the Call Option Payment Date. The closing of the Repurchase Option shall take place at the offices of Brown Rudnick LLP, 8 Clifford Street, London, W1S 2LQ.

## ARTICLE VII. - MISCELLANEOUS PROVISIONS

### Section 7.1 Optionee Liquidation Event.

(a) If, prior to the Option Exercise Date, the Optionee approves an Optionee Liquidation Event:

(i) Optionee shall provide notice to Seller within one (1) Business Day of such approval;

(ii) the Option shall, immediately prior to the effective time of the Optionee Liquidation Event, be automatically exercised, without any further action on the part of Optionee; and

(iii) Optionee shall, within three (3) Business Days of the effectiveness of the Optionee Liquidation Event, pay Seller the Payment Amount by wire transfer of immediately available funds to an account previously specified in writing by Seller.

(b) If, prior to the payment of the Second Payment Amount, the Optionee approves an Optionee Liquidation Event:

(i) Optionee shall provide notice to Seller within one (1) Business Day of such approval and

(ii) Optionee shall, within three (3) Business Days of the effectiveness of the Optionee Liquidation Event, pay Seller the Second Payment Amount by wire transfer of immediately available funds to an account previously specified in writing by Seller.

Section 7.2 Assignment, Successors and No Third-Party Rights. No Party hereto may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Parties; provided that, Optionee shall be permitted to assign its respective rights, interests and obligations (in whole or in part) to any of its Affiliates without obtaining any consent from Seller; provided that, no such assignment shall relieve Optionee of liability hereunder. Any purported assignment or delegation, except as expressly permitted pursuant to this Section 7.2, shall be void and without effect. Subject to the foregoing, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the

successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 7.2.

Section 7.3 Notices. Unless otherwise expressly provided herein, any notice, request, instruction or other document to be given hereunder by any Party to another Party shall be in writing and shall be deemed to have been duly given (i) when delivered, if delivered by hand; (ii) one (1) Business Day after being sent, if sent by overnight delivery via a national courier service; (iii) when transmitted and receipt is confirmed, if sent via facsimile with confirmation of receipt; or (iv) three (3) Business Days after mailing, if mailed by registered or certified mail (return receipt requested), to the Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 7.3):

If to Optionee, to:

Tennyson House Cambridge Business Park  
Cowley Road  
Cambridge  
Cambridgeshire  
CB4 0WZ  
Facsimile: +44(0) 207 900 6401

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

Brown Rudnick  
8 Clifford Street  
London  
W1S 2LQ  
Attention: Lena Hodge  
Facsimile: +44(0) 207 851 6100

If to Seller, to:

Mary Brauer-Cox  
2213 Roswell Avenue  
Charlotte, NC 28027  
Facsimile: (703) 444-4922

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

Lum, Drasco & Positan, LLC  
103 Eisenhower Parkway  
Roseland, NJ 07068  
Attention: Philip L. Chapman  
Facsimile: (973) 403-9021

If to Laser-Scan, to:

Laser-Scan Incorporated  
45945 Center Oak Plaza  
Suite 190  
Sterling, VA 20166  
Attention: President  
Facsimile: (703) 444-4922

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

Lum, Drasco & Positan, LLC  
103 Eisenhower Parkway  
Roseland, NJ 07068  
Attention: Philip L. Chapman  
Facsimile: (973) 403-9021

#### Section 7.4 Mediation.

(a) Subject to Section 7.10, the Parties shall initially attempt in good faith to resolve any Action arising out of this Agreement and/or its subject matter or negotiation (whether arising under contract law, tort law or otherwise) (each, a “Dispute”) prior to commencing any formal action. If a Dispute has not been corrected or resolved within a reasonable time not to exceed thirty (30) days after a Party has first been notified by the other Party, then either Party may request that the Dispute be submitted to non-binding mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure.

(b) If a Party elects to request that the Dispute be submitted to non-binding mediation, such Party shall give notice to the other Party and to the CEDR, of such Party’s request for non-binding mediation (the “Mediation Notice”).

(c) Unless otherwise agreed by the Parties, (i) the mediator will be nominated by the CEDR within fourteen (14) days after the Mediation Notice and (ii) the mediation will start within twenty-eight (28) days after the Mediation Notice.

(d) Each Party shall participate in the mediation until the Dispute has (i) been settled or resolved or (ii) been declared terminated by the mediator.

(e) All statements, promises, offers, views and opinions made or communicated by either Party in the mediation proceedings shall be without prejudice, secret and confidential in all respects, and will not be discoverable or admissible for any purposes, including impeachment, in any litigation or other proceeding between the Parties; provided, however, that evidence otherwise discoverable or admissible will not be excluded from discovery or admission as a result of its use in the mediation proceeding.

(f) The Parties agree that the mediation proceedings shall be conducted in England and the Mediation Procedure (as referred to in the CEDR Model Procedure) shall be

governed by, and shall be construed and enforced in accordance with, the internal laws of England and Wales.

(g) All costs, fees and expenses of the CEDR, the mediator and the mediation shall be borne fifty percent (50%) by Optionee and fifty percent (50%) Seller.

Section 7.5 Governing Law. SUBJECT TO SECTION 7.4, THIS AGREEMENT AND ALL MATTERS RELATING HERETO AND ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

Section 7.6 Consent to Jurisdiction. Subject to Section 7.4, the Parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any Dispute; (ii) agree not to commence any Dispute except in the state courts of Delaware or the United States District Court for the District of Delaware; and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such Dispute, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Dispute is brought in an inconvenient forum, that the venue of the Dispute is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

Section 7.7 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 7.8 Entire Agreement; Amendments and Waivers. This Agreement, together with all Exhibits and Schedules hereto, the SPA, and the Confidentiality Agreement, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or



not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 7.9 Expenses. Except as expressly stated herein, each Party shall bear and pay all fees, costs and expenses (including legal fees and accounting fees) that have been incurred or that are incurred by such Party in connection with the transactions contemplated by this Agreement.

Section 7.10 Specific Performance. The Parties hereto agree that irreparable damage would occur to Optionee in the event of the Seller's breach or threatened breach of any covenant, obligation or other provision of this Agreement or the SPA, including the performance of the obligations set forth in Article 2 and Section 4.1 of this Agreement. Notwithstanding anything herein to the contrary, Seller hereby agrees that, in the event of any breach or threatened breach by the Seller of any covenant, obligation or other provisions of this Agreement or the SPA, Optionee shall be entitled (in addition to any other remedy that may be available to it, including monetary damages) to obtain (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision and (ii) an injunction restraining such breach or threatened breach. The Parties agree that no Party shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 7.10, and the Parties irrevocably waive any right they may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

Section 7.11 Confidentiality. Each Party agrees that all documents, materials and other information which it shall have obtained regarding the other Party during the course of the negotiations leading to the execution of this Agreement (whether obtained before or after the Effective Date), the investigation provided for herein and the preparation of this Agreement and other related documents, and all documents, materials and other information which it shall obtain regarding the other Party shall be held in confidence pursuant to the Confidentiality Agreement.

Section 7.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Parties. Delivery of an electronically executed counterpart of a signature page to this Agreement shall be as effective as delivery of a manually executed counterpart of this Agreement.

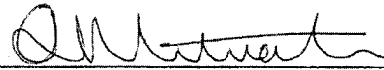
Section 7.13 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

Section 7.14 Headings. The headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

*(SIGNATURE PAGE TO FOLLOW)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

1SPATIAL HOLDINGS LIMITED

By:   
Name: Claire Milverton  
Title: Chief Financial Officer

Address:  
Tennyson House Cambridge Business Park  
Cowley Road  
Cambridge  
Cambridgeshire  
CB4 0WZ

\_\_\_\_\_  
Mary Brauer-Cox

Address:  
2213 Roswell Avenue  
Charlotte, NC 28027

LASER-SCAN INCORPORATED

By: \_\_\_\_\_  
Name: Mary Brauer-Cox  
Title: President

Address:  
45945 Center Oak Plaza  
Suite 190  
Sterling, VA 20166

*[Signature Page to Option Agreement]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**ISPATIAL HOLDINGS LIMITED**


By: \_\_\_\_\_

Address:  
Tennyson House Cambridge Business Park  
Cowley Road  
Cambridge  
Cambridgeshire  
CB4 0WZ

  
\_\_\_\_\_  
Mary Brauer-Cox

Address:  
2213 Roswell Avenue  
Charlotte, NC 28027

**LASER-SCAN INCORPORATED**

By: \_\_\_\_\_  
Name: Mary Brauer-Cox  
Title: President

Address:  
45945 Center Oak Plaza  
Suite 190  
Sterling, VA 20166

*[Signature Page to Option Agreement]*

**EXHIBIT A**

Share Purchase Agreement

**EXHIBIT C**

Form of Indemnification Agreement

## INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2015 between Laser-Scan Incorporated, a Delaware corporation (the “**Company**”), Claire Milverton and Mary Brauer-Cox (each, an “**Indemnitee**”).

### WITNESSETH THAT:

**WHEREAS**, highly competent persons have become more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

**WHEREAS**, the Board of Directors of the Company (the “**Board**”) has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Amended and Restated Bylaws (the “**Bylaws**”) and First Amended and Restated Certificate of Incorporation (the “**Certificate of Incorporation**”) of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (“**DGCL**”). The Bylaws and Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

**WHEREAS**, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

**WHEREAS**, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

**WHEREAS**, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

**WHEREAS**, this Agreement is a supplement to and in furtherance of the Bylaws and Certificate of Incorporation of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

**WHEREAS**, Indemnatee does not regard the protection available under the Company's Bylaws and Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnatee to serve in such capacity. Indemnatee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified.

**NOW, THEREFORE**, in consideration of Indemnatee's agreement to serve as a director from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnatee. The Company hereby agrees to hold harmless and indemnify Indemnatee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof.

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnatee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his Corporate Status (as hereinafter defined), the Indemnatee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnatee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him, or on his behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnatee acted in good faith and in a manner the Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnatee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnatee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his Corporate Status, the Indemnatee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnatee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnatee, or on the Indemnatee's behalf, in connection with such Proceeding if the Indemnatee acted in good faith and in a manner the Indemnatee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnatee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnatee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnatee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnatee against all Expenses actually and reasonably incurred by him or on his behalf in connection with

each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnatee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnatee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnatee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnatee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnatee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnatee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnatee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnatee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnatee who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit



or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in

writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) if there are no disinterested directors or if the disinterested directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board, by the stockholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "**Independent Counsel**" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or

independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnatee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnatee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnatee has not met the applicable standard of conduct.

(e) Indemnatee shall be deemed to have acted in good faith if Indemnatee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnatee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnatee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnatee has at all times acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnatee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnatee shall be entitled to such indemnification absent (i) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnatee shall cooperate with the person, persons or entity making such determination with respect to Indemnatee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnatee and reasonably necessary to such determination. Any

Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

## 7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnatee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnatee, pursuant to this Section 7, seeks a judicial adjudication of his rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him in such judicial adjudication, regardless of whether Indemnatee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnatee against any and all Expenses and, if requested by Indemnatee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnatee, which are incurred by Indemnatee in connection with any action brought by Indemnatee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnatee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnatee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnatee under this Agreement in respect of any action taken or omitted by such Indemnatee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, By-laws and this Agreement, it is the intent of the parties hereto that Indemnatee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or

otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee (other than against the Fund Indemnitors), who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that the foregoing shall not affect the rights of Indemnitee or the Fund Indemnitors set forth in Section 8(c) above; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnitee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and for six (6) years thereafter and shall continue thereafter so long as Indemnitee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his Corporate Status, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by Indemnitee and approved by the Board, the Company may at any time and from time to time provide security to Indemnitee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnitee, may not be revoked or released without the prior written consent of the Indemnitee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnitee to serve as an officer or director of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnitee's rights to receive advancement of expenses under this Agreement.

13. Definitions. For purposes of this Agreement:

(a) **"Corporate Status"** describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

(b) “**Disinterested Director**” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) “**Enterprise**” shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(d) “**Expenses**” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent and, for purposes of Section 7(e) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee’s rights under this Agreement by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) “**Independent Counsel**” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) “**Proceeding**” includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or of any inaction on his part while acting in his or her Corporate Status; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his rights under this Agreement.



14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnatee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnatee. Indemnatee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnatee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnatee at the address set forth below Indemnatee signature hereto.

(b) To the Company at:

Laser-Scan Incorporated  
45945 Center Oak Plaza  
Suite 190  
Sterling, VA 20166  
Attention: President

or to such other address as may have been furnished to Indemnatee by the Company or to the Company by Indemnatee, as the case may be.

18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnatee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the “**Delaware Court**”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

***SIGNATURE PAGE TO FOLLOW***

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

**LASER-SCAN INCORPORATED**

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

**INDEMNITEE**

Name: Claire Milverton

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INDEMNITEE**

Name: Mary Brauer-Cox

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

Amended and Restated Charter

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "LASER-SCAN, INCORPORATED", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JANUARY, A.D. 2015, AT 5:03 O'CLOCK P.M.

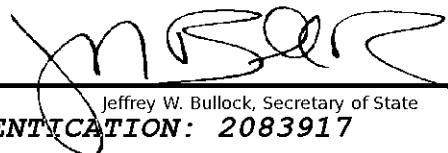
A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2240729 8100

150125607

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2083917

DATE: 01-30-15

**FIRST AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**

**OF**

**LASER-SCAN, INCORPORATED**

**(Pursuant to Sections 242 and 245 of the**

**General Corporation Law of the State of Delaware)**

Laser-Scan, Incorporated, a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “**General Corporation Law**”),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Laser-Scan Incorporated, and that this corporation was originally incorporated pursuant to the General Corporation Law on September 10, 1990. This First Amended and Restated Certificate of Incorporation, as amended from time to time, is referred to as the “First Amended and Restated Certificate of Incorporation”.

2. That the Board of Directors duly adopted resolutions proposing to restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

**RESOLVED**, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

**FIRST:** The name of the corporation is LASER-SCAN, INCORPORATED (the “**Corporation**”).

**SECOND:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, zip code 19801. The name of its registered agent at such address is The Corporation Trust Company.

**THIRD:** The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

**FOURTH:** The total number of shares of stock, which the Corporation shall have authority to issue is one hundred (100) and the par value of each of such shares is One Hundred Dollars (\$100.00) amounting in the aggregate to Ten Thousand Dollars (\$10,000.00).

In addition to any other approvals required by applicable law, so long as shares of the Corporation are outstanding, the Corporation shall not (by amendment, merger, consolidation or otherwise), without first obtaining the approval (by vote or written consent, as provided by law)

of the holders of two-thirds (2/3) of the then outstanding shares of the Corporation, cause the Corporation to:

- (i) consummate or agree to consummate a Liquidation Event;
- (ii) pay or declare payment of any dividend or other distribution of any cash, any shares of capital stock of the Corporation, or any other consideration;
- (iii) increase, decrease or reclassify (other than by conversion) the total number of authorized shares of the Corporation;
- (iv) authorize or issue, obligate itself to authorize or issue, any security of the Corporation (including any security convertible into or exercisable for shares of the Corporation);
- (v) effect any conversions and/or transfer of any material assets and/or liabilities of the Corporation other than in the ordinary course of business;
- (vi) enter into any material transaction not in the ordinary course of business of the Corporation with any holder of stock in the Corporation, director, officer, parent, subsidiary or affiliated company or any of their stockholders;
- (vii) incur any indebtedness (including, without limitation, operating and capital leases) except for (A) indebtedness and related obligations not in excess of \$50,000 in the aggregate and (B) accounts payable in the ordinary course of business;
- (viii) create any material change in the Corporation's business model;
- (ix) authorize or grant any lien or security interest on any of the Corporation's assets; or
- (x) take any action that results in the acquisition by the Corporation of another business entity, whether by merger, consolidation, asset purchase or other similar transaction.

For purposes hereof, the term "**Liquidation Event**" means (i) the consummation of the sale, lease, transfer or other disposition of the assets of the Corporation, which effectively constitutes the disposition of all or substantially all of the assets of the Corporation taken as a whole; (ii) the consummation of a merger or consolidation of the Corporation with or into another entity (except a merger or consolidation in which the beneficial holders of the capital stock of the Corporation immediately prior to such merger or consolidation continue to beneficially hold at least a majority of the voting power of the capital stock of the Corporation or the surviving or acquiring entity); or (iii) whether in one transaction or a series of related transactions, the closing of a transfer (whether by merger, consolidation or otherwise) to an individual or entity or a group of affiliated individuals or entities, which involves the capital stock of the Corporation, if, after such closing such individual or entity or group of affiliated individuals or entities, would hold at least a majority of the voting power of the capital stock of the Corporation.

**FIFTH:** The Corporation is to have perpetual existence.

**SIXTH:** Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

**SEVENTH:** Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the Corporation.

**EIGHTH:** Subject to any additional vote required by this First Amended and Restated Certificate of Incorporation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this First Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

**NINTH:** The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

**TENTH:** No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) pursuant to Section 174 of the Delaware General Corporation Law; or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article TENTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

\* \* \*

3. The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the General Corporation Law.

4. That said First Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Corporation's Certificate of



Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this First Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 30th day of January, 2015.

LASER-SCAN INCORPORATED

*Mary Brauer-Cox*

By: \_\_\_\_\_  
Mary Brauer-Cox  
President

**EXHIBIT C**

Form of Seller First Payment Date Compliance Certificate

**FIRST PAYMENT DATE COMPLIANCE CERTIFICATE**

\_\_\_\_\_, 201\_\_

This Certificate is furnished pursuant to Section 2.4(c)(i) of that certain Option Agreement, by and among 1Spatial Holdings Limited, Mary Brauer-Cox (the "Seller"), and Laser-Scan Incorporated, dated as of the 2nd day of February, 2015 (the "Agreement"). All capitalized terms used herein without definition shall have the same meaning specified in the Agreement.

The undersigned, Mary Brauer-Cox, hereby certifies that:

1. Each of the representations and warranties of the Seller contained in the SPA are true and correct as of the First Payment Date, as modified by the First Updated Disclosure Schedules, except with respect to representations and warranties that address matters only as of a particular date, which shall remain true and correct as of such date.

2. The Seller is not otherwise in material breach of any of its obligations under the Agreement or the SPA.

[Signature page follows]

IN WITNESS WHEREOF, the Seller has caused this Compliance Certificate to be executed on its behalf by the undersigned as of the date first written above.

---

Mary Brauer- Cox

**EXHIBIT D**

Form of Optionee First Payment Date Compliance Certificate

**FIRST PAYMENT DATE COMPLIANCE CERTIFICATE**

\_\_\_\_\_, 201 \_\_\_\_\_

This Certificate is furnished pursuant to Section 2.4(c)(viii) of that certain Option Agreement, by and among 1Spatial Holdings Limited (“Optionee”), Mary Brauer-Cox, and Laser-Scan Incorporated, dated as of the 2nd day of February, 2015 (the “Agreement”). All capitalized terms used herein without definition shall have the same meaning specified in the Agreement.

The undersigned, \_\_\_\_\_, in [his/her] capacity as \_\_\_\_\_ of the Optionee, and not in an individual capacity, hereby certifies that:

1. Each of the representations and warranties of the Optionee contained in the SPA are true and correct as of the First Payment Date, except with respect to representations and warranties that address matters only as of a particular date, which shall remain true and correct as of such date.

2. The Optionee is not otherwise in material breach of any of its obligations under the Agreement or the SPA.

[Signature page follows]

IN WITNESS WHEREOF, the Optionee has caused this Compliance Certificate to be executed on its behalf by the undersigned as of the date first written above.

\_\_\_\_\_  
Name:  
Title: \_\_\_\_\_ of 1Spatial Holdings  
Limited

**EXHIBIT E**

Form of Seller Second Payment Date Compliance Certificate



**SECOND PAYMENT DATE COMPLIANCE CERTIFICATE**

\_\_\_\_\_, 201\_\_

This Certificate is furnished pursuant to Section 2.4(d)(i) of that certain Option Agreement, by and among 1Spatial Holdings Limited, Mary Brauer-Cox (the “Seller”), and Laser-Scan Incorporated, dated as of the 2nd day of February, 2015 (the “Agreement”). All capitalized terms used herein without definition shall have the same meaning specified in the Agreement.

The undersigned, Mary Brauer-Cox, hereby certifies that:

1. Each of the representations and warranties of the Seller contained in Sections 3.1 and 3.2 of the SPA are true and correct as of the Second Payment Date, as modified by the Second Updated Disclosure Schedules, except with respect to representations and warranties that address matters only as of a particular date, which shall remain true and correct as of such date.

2. The Seller is not otherwise in material breach of any of its obligations under the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Seller has caused this Compliance Certificate to be executed on its behalf by the undersigned as of the date first written above.

---

Mary Brauer- Cox

**EXHIBIT F**

Form of Optionee Second Payment Date Compliance Certificate

61835674 v8-WorksiteUS-028572/0020

**SECOND PAYMENT DATE COMPLIANCE CERTIFICATE**

\_\_\_\_\_, 201 \_\_\_\_\_

This Certificate is furnished pursuant to Section 2.4(d)(vii) of that certain Option Agreement, by and among 1Spatial Holdings Limited (“Optionee”), Mary Brauer-Cox, and Laser-Scan Incorporated, dated as of the 2nd day of February, 2015 (the “Agreement”). All capitalized terms used herein without definition shall have the same meaning specified in the Agreement.

The undersigned, \_\_\_\_\_, in [his/her] capacity as \_\_\_\_\_ of the Optionee, and not in an individual capacity, hereby certifies that:

1. Each of the representations and warranties of the Optionee contained in the SPA are true and correct as of the Second Payment Date, except with respect to representations and warranties that address matters only as of a particular date, which shall remain true and correct as of such date.

2. The Optionee is not otherwise in material breach of any of its obligations under the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Optionee has caused this Compliance Certificate to be executed on its behalf by the undersigned as of the date first written above.

\_\_\_\_\_  
Name:  
Title: \_\_\_\_\_ of 1Spatial Holdings  
Limited

**EXHIBIT B**

Amended and Restated Charter

# Delaware

PAGE 1

*The First State*

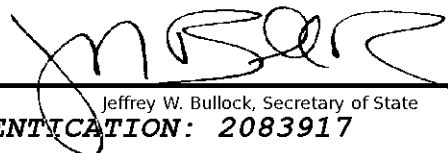
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "LASER-SCAN, INCORPORATED", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF JANUARY, A.D. 2015, AT 5:03 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2240729 8100

150125607



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2083917

DATE: 01-30-15

**FIRST AMENDED AND RESTATED CERTIFICATE OF INCORPORATION**

**OF**

**LASER-SCAN, INCORPORATED**

**(Pursuant to Sections 242 and 245 of the**

**General Corporation Law of the State of Delaware)**

Laser-Scan, Incorporated, a corporation organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the “**General Corporation Law**”),

DOES HEREBY CERTIFY:

1. That the name of this corporation is Laser-Scan Incorporated, and that this corporation was originally incorporated pursuant to the General Corporation Law on September 10, 1990. This First Amended and Restated Certificate of Incorporation, as amended from time to time, is referred to as the “First Amended and Restated Certificate of Incorporation”.

2. That the Board of Directors duly adopted resolutions proposing to restate the Certificate of Incorporation of this corporation, declaring said amendment and restatement to be advisable and in the best interests of this corporation and its stockholders, and authorizing the appropriate officers of this corporation to solicit the consent of the stockholders therefor, which resolution setting forth the proposed amendment and restatement is as follows:

**RESOLVED**, that the Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

**FIRST:** The name of the corporation is LASER-SCAN, INCORPORATED (the “**Corporation**”).

**SECOND:** The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, zip code 19801. The name of its registered agent at such address is The Corporation Trust Company.

**THIRD:** The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law.

**FOURTH:** The total number of shares of stock, which the Corporation shall have authority to issue is one hundred (100) and the par value of each of such shares is One Hundred Dollars (\$100.00) amounting in the aggregate to Ten Thousand Dollars (\$10,000.00).

In addition to any other approvals required by applicable law, so long as shares of the Corporation are outstanding, the Corporation shall not (by amendment, merger, consolidation or otherwise), without first obtaining the approval (by vote or written consent, as provided by law)



of the holders of two-thirds (2/3) of the then outstanding shares of the Corporation, cause the Corporation to:

- (i) consummate or agree to consummate a Liquidation Event;
- (ii) pay or declare payment of any dividend or other distribution of any cash, any shares of capital stock of the Corporation, or any other consideration;
- (iii) increase, decrease or reclassify (other than by conversion) the total number of authorized shares of the Corporation;
- (iv) authorize or issue, obligate itself to authorize or issue, any security of the Corporation (including any security convertible into or exercisable for shares of the Corporation);
- (v) effect any conversions and/or transfer of any material assets and/or liabilities of the Corporation other than in the ordinary course of business;
- (vi) enter into any material transaction not in the ordinary course of business of the Corporation with any holder of stock in the Corporation, director, officer, parent, subsidiary or affiliated company or any of their stockholders;
- (vii) incur any indebtedness (including, without limitation, operating and capital leases) except for (A) indebtedness and related obligations not in excess of \$50,000 in the aggregate and (B) accounts payable in the ordinary course of business;
- (viii) create any material change in the Corporation's business model;
- (ix) authorize or grant any lien or security interest on any of the Corporation's assets; or
- (x) take any action that results in the acquisition by the Corporation of another business entity, whether by merger, consolidation, asset purchase or other similar transaction.

For purposes hereof, the term "**Liquidation Event**" means (i) the consummation of the sale, lease, transfer or other disposition of the assets of the Corporation, which effectively constitutes the disposition of all or substantially all of the assets of the Corporation taken as a whole; (ii) the consummation of a merger or consolidation of the Corporation with or into another entity (except a merger or consolidation in which the beneficial holders of the capital stock of the Corporation immediately prior to such merger or consolidation continue to beneficially hold at least a majority of the voting power of the capital stock of the Corporation or the surviving or acquiring entity); or (iii) whether in one transaction or a series of related transactions, the closing of a transfer (whether by merger, consolidation or otherwise) to an individual or entity or a group of affiliated individuals or entities, which involves the capital stock of the Corporation, if, after such closing such individual or entity or group of affiliated individuals or entities, would hold at least a majority of the voting power of the capital stock of the Corporation.

**FIFTH:** The Corporation is to have perpetual existence.

**SIXTH:** Elections of directors need not be by written ballot unless the by-laws of the Corporation shall so provide.

**SEVENTH:** Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the Corporation.

**EIGHTH:** Subject to any additional vote required by this First Amended and Restated Certificate of Incorporation, the Corporation reserves the right to amend, alter, change or repeal any provision contained in this First Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

**NINTH:** The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

**TENTH:** No director shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty by such director as a director. Notwithstanding the foregoing sentence, a director shall be liable to the extent provided by applicable law (i) for breach of the director's duty of loyalty to the Corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) pursuant to Section 174 of the Delaware General Corporation Law; or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article TENTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

\* \* \*

3. The foregoing amendment and restatement was approved by the holders of the requisite number of shares of said corporation in accordance with Section 228 of the General Corporation Law.

4. That said First Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Corporation's Certificate of

Incorporation, has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law.

IN WITNESS WHEREOF, this First Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 30th day of January, 2015.

LASER-SCAN INCORPORATED

*Mary Brauer-Cox*

By: \_\_\_\_\_  
Mary Brauer-Cox  
President

**EXHIBIT C**

Form of Indemnification Agreement

## INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (the “**Agreement**”) is made and entered into as of \_\_\_\_\_, 2015 between Laser-Scan Incorporated, a Delaware corporation (the “**Company**”), Claire Milverton and Mary Brauer-Cox (each, an “**Indemnitee**”).

### WITNESSETH THAT:

**WHEREAS**, highly competent persons have become more reluctant to serve corporations as directors or in other capacities unless they are provided with adequate protection through insurance or adequate indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the corporation;

**WHEREAS**, the Board of Directors of the Company (the “**Board**”) has determined that, in order to attract and retain qualified individuals, the Company will attempt to maintain on an ongoing basis, at its sole expense, liability insurance to protect persons serving the Company and its subsidiaries from certain liabilities. Although the furnishing of such insurance has been a customary and widespread practice among United States-based corporations and other business enterprises, the Company believes that, given current market conditions and trends, such insurance may be available to it in the future only at higher premiums and with more exclusions. At the same time, directors, officers, and other persons in service to corporations or business enterprises are being increasingly subjected to expensive and time-consuming litigation relating to, among other things, matters that traditionally would have been brought only against the Company or business enterprise itself. The Amended and Restated Bylaws (the “**Bylaws**”) and First Amended and Restated Certificate of Incorporation (the “**Certificate of Incorporation**”) of the Company require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (“**DGCL**”). The Bylaws and Certificate of Incorporation and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the Board, officers and other persons with respect to indemnification;

**WHEREAS**, the uncertainties relating to such insurance and to indemnification have increased the difficulty of attracting and retaining such persons;

**WHEREAS**, the Board has determined that the increased difficulty in attracting and retaining such persons is detrimental to the best interests of the Company's stockholders and that the Company should act to assure such persons that there will be increased certainty of such protection in the future;

**WHEREAS**, it is reasonable, prudent and necessary for the Company contractually to obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law so that they will serve or continue to serve the Company free from undue concern that they will not be so indemnified;

**WHEREAS**, this Agreement is a supplement to and in furtherance of the Bylaws and Certificate of Incorporation of the Company and any resolutions adopted pursuant thereto, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder; and

**WHEREAS**, Indemnatee does not regard the protection available under the Company's Bylaws and Certificate of Incorporation and insurance as adequate in the present circumstances, and may not be willing to serve as an officer or director without adequate protection, and the Company desires Indemnatee to serve in such capacity. Indemnatee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he be so indemnified.

**NOW, THEREFORE**, in consideration of Indemnatee's agreement to serve as a director from and after the date hereof, the parties hereto agree as follows:

1. Indemnity of Indemnatee. The Company hereby agrees to hold harmless and indemnify Indemnatee to the fullest extent permitted by law, as such may be amended from time to time. In furtherance of the foregoing indemnification, and without limiting the generality thereof.

(a) Proceedings Other Than Proceedings by or in the Right of the Company. Indemnatee shall be entitled to the rights of indemnification provided in this Section 1(a) if, by reason of his Corporate Status (as hereinafter defined), the Indemnatee is, or is threatened to be made, a party to or participant in any Proceeding (as hereinafter defined) other than a Proceeding by or in the right of the Company. Pursuant to this Section 1(a), Indemnatee shall be indemnified against all Expenses (as hereinafter defined), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him, or on his behalf, in connection with such Proceeding or any claim, issue or matter therein, if the Indemnatee acted in good faith and in a manner the Indemnatee reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal Proceeding, had no reasonable cause to believe the Indemnatee's conduct was unlawful.

(b) Proceedings by or in the Right of the Company. Indemnatee shall be entitled to the rights of indemnification provided in this Section 1(b) if, by reason of his Corporate Status, the Indemnatee is, or is threatened to be made, a party to or participant in any Proceeding brought by or in the right of the Company. Pursuant to this Section 1(b), Indemnatee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnatee, or on the Indemnatee's behalf, in connection with such Proceeding if the Indemnatee acted in good faith and in a manner the Indemnatee reasonably believed to be in or not opposed to the best interests of the Company; provided, however, if applicable law so provides, no indemnification against such Expenses shall be made in respect of any claim, issue or matter in such Proceeding as to which Indemnatee shall have been adjudged to be liable to the Company unless and to the extent that the Court of Chancery of the State of Delaware shall determine that such indemnification may be made.

(c) Indemnification for Expenses of a Party Who is Wholly or Partly Successful. Notwithstanding any other provision of this Agreement, to the extent that Indemnatee is, by reason of his Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, he shall be indemnified to the maximum extent permitted by law, as such may be amended from time to time, against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith. If Indemnatee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnatee against all Expenses actually and reasonably incurred by him or on his behalf in connection with

each successfully resolved claim, issue or matter. For purposes of this Section and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

2. Additional Indemnity. In addition to, and without regard to any limitations on, the indemnification provided for in Section 1 of this Agreement, the Company shall and hereby does indemnify and hold harmless Indemnatee against all Expenses, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or on his behalf if, by reason of his Corporate Status, he is, or is threatened to be made, a party to or participant in any Proceeding (including a Proceeding by or in the right of the Company), including, without limitation, all liability arising out of the negligence or active or passive wrongdoing of Indemnatee. The only limitation that shall exist upon the Company's obligations pursuant to this Agreement shall be that the Company shall not be obligated to make any payment to Indemnatee that is finally determined (under the procedures, and subject to the presumptions, set forth in Sections 6 and 7 hereof) to be unlawful.

3. Contribution.

(a) Whether or not the indemnification provided in Sections 1 and 2 hereof is available, in respect of any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), the Company shall pay, in the first instance, the entire amount of any judgment or settlement of such action, suit or proceeding without requiring Indemnatee to contribute to such payment and the Company hereby waives and relinquishes any right of contribution it may have against Indemnatee. The Company shall not enter into any settlement of any action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding) unless such settlement provides for a full and final release of all claims asserted against Indemnatee.

(b) Without diminishing or impairing the obligations of the Company set forth in the preceding subparagraph, if, for any reason, Indemnatee shall elect or be required to pay all or any portion of any judgment or settlement in any threatened, pending or completed action, suit or proceeding in which the Company is jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), the Company shall contribute to the amount of Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Indemnatee in proportion to the relative benefits received by the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, from the transaction or events from which such action, suit or proceeding arose; provided, however, that the proportion determined on the basis of relative benefit may, to the extent necessary to conform to law, be further adjusted by reference to the relative fault of the Company and all officers, directors or employees of the Company other than Indemnatee who are jointly liable with Indemnatee (or would be if joined in such action, suit or proceeding), on the one hand, and Indemnatee, on the other hand, in connection with the transaction or events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other equitable considerations which applicable law may require to be considered. The relative fault of the Company and all officers, directors or employees of the Company, other than Indemnatee, who are jointly liable with Indemnatee (or would be if joined in such action, suit

or proceeding), on the one hand, and Indemnitee, on the other hand, shall be determined by reference to, among other things, the degree to which their actions were motivated by intent to gain personal profit or advantage, the degree to which their liability is primary or secondary and the degree to which their conduct is active or passive.

(c) The Company hereby agrees to fully indemnify and hold Indemnitee harmless from any claims of contribution which may be brought by officers, directors, or employees of the Company, other than Indemnitee, who may be jointly liable with Indemnitee.

(d) To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

4. Indemnification for Expenses of a Witness. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is, by reason of his Corporate Status, a witness, or is made (or asked) to respond to discovery requests, in any Proceeding to which Indemnitee is not a party, he shall be indemnified against all Expenses actually and reasonably incurred by him or on his behalf in connection therewith.

5. Advancement of Expenses. Notwithstanding any other provision of this Agreement, the Company shall advance all Expenses incurred by or on behalf of Indemnitee in connection with any Proceeding by reason of Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any Expenses advanced if it shall ultimately be determined that Indemnitee is not entitled to be indemnified against such Expenses. Any advances and undertakings to repay pursuant to this Section 5 shall be unsecured and interest free.

6. Procedures and Presumptions for Determination of Entitlement to Indemnification. It is the intent of this Agreement to secure for Indemnitee rights of indemnity that are as favorable as may be permitted under the DGCL and public policy of the State of Delaware. Accordingly, the parties agree that the following procedures and presumptions shall apply in the event of any question as to whether Indemnitee is entitled to indemnification under this Agreement:

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of such a request for indemnification, advise the Board in



writing that Indemnitee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnitee to provide such a request to the Company, or to provide such a request in a timely fashion, shall not relieve the Company of any liability that it may have to Indemnitee unless, and to the extent that, such failure actually and materially prejudices the interests of the Company.

(b) Upon written request by Indemnitee for indemnification pursuant to the first sentence of Section 6(a) hereof, a determination with respect to Indemnitee's entitlement thereto shall be made in the specific case by one of the following four methods, which shall be at the election of the Board (1) by a majority vote of the disinterested directors, even though less than a quorum, (2) by a committee of disinterested directors designated by a majority vote of the disinterested directors, even though less than a quorum, (3) if there are no disinterested directors or if the disinterested directors so direct, by independent legal counsel in a written opinion to the Board, a copy of which shall be delivered to the Indemnitee, or (4) if so directed by the Board, by the stockholders of the Company. For purposes hereof, disinterested directors are those members of the Board who are not parties to the action, suit or proceeding in respect of which indemnification is sought by Indemnitee.

(c) If the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 6(b) hereof, the Independent Counsel shall be selected as provided in this Section 6(c). The Independent Counsel shall be selected by the Board. Indemnitee may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "**Independent Counsel**" as defined in Section 13 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If a written objection is made and substantiated, the Independent Counsel selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within twenty (20) days after submission by Indemnitee of a written request for indemnification pursuant to Section 6(a) hereof, no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Court of Chancery of the State of Delaware or other court of competent jurisdiction for resolution of any objection which shall have been made by the Indemnitee to the Company's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person selected by the court or by such other person as the court shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 6(b) hereof. The Company shall pay any and all reasonable fees and expenses of Independent Counsel incurred by such Independent Counsel in connection with acting pursuant to Section 6(b) hereof, and the Company shall pay all reasonable fees and expenses incident to the procedures of this Section 6(c), regardless of the manner in which such Independent Counsel was selected or appointed.

(d) In making a determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence. Neither the failure of the Company (including by its directors or

independent legal counsel) to have made a determination prior to the commencement of any action pursuant to this Agreement that indemnification is proper in the circumstances because Indemnatee has met the applicable standard of conduct, nor an actual determination by the Company (including by its directors or independent legal counsel) that Indemnatee has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnatee has not met the applicable standard of conduct.

(e) Indemnatee shall be deemed to have acted in good faith if Indemnatee's action is based on the records or books of account of the Enterprise (as hereinafter defined), including financial statements, or on information supplied to Indemnatee by the officers of the Enterprise in the course of their duties, or on the advice of legal counsel for the Enterprise or on information or records given or reports made to the Enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Enterprise. In addition, the knowledge and/or actions, or failure to act, of any director, officer, agent or employee of the Enterprise shall not be imputed to Indemnatee for purposes of determining the right to indemnification under this Agreement. Whether or not the foregoing provisions of this Section 6(e) are satisfied, it shall in any event be presumed that Indemnatee has at all times acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(f) If the person, persons or entity empowered or selected under Section 6 to determine whether Indemnatee is entitled to indemnification shall not have made a determination within sixty (60) days after receipt by the Company of the request therefor, the requisite determination of entitlement to indemnification shall be deemed to have been made and Indemnatee shall be entitled to such indemnification absent (i) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee's statement not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law; provided, however, that such sixty (60) day period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person, persons or entity making such determination with respect to entitlement to indemnification in good faith requires such additional time to obtain or evaluate documentation and/or information relating thereto; and provided further, that the foregoing provisions of this Section 6(f) shall not apply if the determination of entitlement to indemnification is to be made by the stockholders pursuant to Section 6(b) of this Agreement and if (A) within fifteen (15) days after receipt by the Company of the request for such determination, the Board or the Disinterested Directors, if appropriate, resolve to submit such determination to the stockholders for their consideration at an annual meeting thereof to be held within seventy five (75) days after such receipt and such determination is made thereat, or (B) a special meeting of stockholders is called within fifteen (15) days after such receipt for the purpose of making such determination, such meeting is held for such purpose within sixty (60) days after having been so called and such determination is made thereat.

(g) Indemnatee shall cooperate with the person, persons or entity making such determination with respect to Indemnatee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnatee and reasonably necessary to such determination. Any

Independent Counsel, member of the Board or stockholder of the Company shall act reasonably and in good faith in making a determination regarding the Indemnitee's entitlement to indemnification under this Agreement. Any costs or expenses (including attorneys' fees and disbursements) incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(h) The Company acknowledges that a settlement or other disposition short of final judgment may be successful if it permits a party to avoid expense, delay, distraction, disruption and uncertainty. In the event that any action, claim or proceeding to which Indemnitee is a party is resolved in any manner other than by adverse judgment against Indemnitee (including, without limitation, settlement of such action, claim or proceeding with or without payment of money or other consideration) it shall be presumed that Indemnitee has been successful on the merits or otherwise in such action, suit or proceeding. Anyone seeking to overcome this presumption shall have the burden of proof and the burden of persuasion by clear and convincing evidence.

(i) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his conduct was unlawful.

## 7. Remedies of Indemnitee.

(a) In the event that (i) a determination is made pursuant to Section 6 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 5 of this Agreement, (iii) no determination of entitlement to indemnification is made pursuant to Section 6(b) of this Agreement within ninety (90) days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to this Agreement within ten (10) days after receipt by the Company of a written request therefor, or (v) payment of indemnification is not made within ten (10) days after a determination has been made that Indemnitee is entitled to indemnification or such determination is deemed to have been made pursuant to Section 6 of this Agreement, Indemnitee shall be entitled to an adjudication in an appropriate court of the State of Delaware, or in any other court of competent jurisdiction, of Indemnitee's entitlement to such indemnification. Indemnitee shall commence such proceeding seeking an adjudication within one hundred eighty (180) days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 7(a). The Company shall not oppose Indemnitee's right to seek any such adjudication.

(b) In the event that a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 7 shall be conducted in all respects as a de novo trial on the merits, and Indemnitee shall not be prejudiced by reason of the adverse determination under Section 6(b).

(c) If a determination shall have been made pursuant to Section 6(b) of this Agreement that Indemnatee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 7, absent (i) a misstatement by Indemnatee of a material fact, or an omission of a material fact necessary to make Indemnatee's misstatement not materially misleading in connection with the application for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) In the event that Indemnatee, pursuant to this Section 7, seeks a judicial adjudication of his rights under, or to recover damages for breach of, this Agreement, or to recover under any directors' and officers' liability insurance policies maintained by the Company, the Company shall pay on his behalf, in advance, any and all expenses (of the types described in the definition of Expenses in Section 13 of this Agreement) actually and reasonably incurred by him in such judicial adjudication, regardless of whether Indemnatee ultimately is determined to be entitled to such indemnification, advancement of expenses or insurance recovery.

(e) The Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 7 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. The Company shall indemnify Indemnatee against any and all Expenses and, if requested by Indemnatee, shall (within ten (10) days after receipt by the Company of a written request therefore) advance, to the extent not prohibited by law, such expenses to Indemnatee, which are incurred by Indemnatee in connection with any action brought by Indemnatee for indemnification or advance of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company, regardless of whether Indemnatee ultimately is determined to be entitled to such indemnification, advancement of Expenses or insurance recovery, as the case may be.

(f) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification under this Agreement shall be required to be made prior to the final disposition of the Proceeding.

8. Non-Exclusivity; Survival of Rights; Insurance; Primacy of Indemnification; Subrogation.

(a) The rights of indemnification as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnatee may at any time be entitled under applicable law, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders, a resolution of directors of the Company, or otherwise. No amendment, alteration or repeal of this Agreement or of any provision hereof shall limit or restrict any right of Indemnatee under this Agreement in respect of any action taken or omitted by such Indemnatee in his Corporate Status prior to such amendment, alteration or repeal. To the extent that a change in the DGCL, whether by statute or judicial decision, permits greater indemnification than would be afforded currently under the Certificate of Incorporation, By-laws and this Agreement, it is the intent of the parties hereto that Indemnatee shall enjoy by this Agreement the greater benefits so afforded by such change. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or

otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

(b) To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, officers, employees, or agents or fiduciaries of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person serves at the request of the Company, Indemnitee shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage available for any director, officer, employee, agent or fiduciary under such policy or policies. If, at the time of the receipt of a notice of a claim pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of such proceeding to the insurers in accordance with the procedures set forth in the respective policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of the Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such policies.

(c) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee (other than against the Fund Indemnitors), who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(d) The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

(e) The Company's obligation to indemnify or advance Expenses hereunder to Indemnitee who is or was serving at the request of the Company as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be reduced by any amount Indemnitee has actually received as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

9. Exception to Right of Indemnification. Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any claim made against Indemnitee:

(a) for which payment has actually been made to or on behalf of Indemnitee under any insurance policy or other indemnity provision, except with respect to any excess beyond the amount paid under any insurance policy or other indemnity provision, provided, that the foregoing shall not affect the rights of Indemnitee or the Fund Indemnitors set forth in Section 8(c) above; or

(b) for an accounting of profits made from the purchase and sale (or sale and purchase) by Indemnitee of securities of the Company within the meaning of Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of state statutory law or common law; or

(c) in connection with any Proceeding (or any part of any Proceeding) initiated by Indemnatee, including any Proceeding (or any part of any Proceeding) initiated by Indemnatee against the Company or its directors, officers, employees or other indemnitees, unless (i) the Board authorized the Proceeding (or any part of any Proceeding) prior to its initiation, or (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law.

10. Duration of Agreement. All agreements and obligations of the Company contained herein shall continue during the period Indemnatee is an officer or director of the Company (or is or was serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise) and for six (6) years thereafter and shall continue thereafter so long as Indemnatee shall be subject to any Proceeding (or any proceeding commenced under Section 7 hereof) by reason of his Corporate Status, whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), assigns, spouses, heirs, executors and personal and legal representatives.

11. Security. To the extent requested by Indemnatee and approved by the Board, the Company may at any time and from time to time provide security to Indemnatee for the Company's obligations hereunder through an irrevocable bank line of credit, funded trust or other collateral. Any such security, once provided to Indemnatee, may not be revoked or released without the prior written consent of the Indemnatee.

12. Enforcement.

(a) The Company expressly confirms and agrees that it has entered into this Agreement and assumes the obligations imposed on it hereby in order to induce Indemnatee to serve as an officer or director of the Company, and the Company acknowledges that Indemnatee is relying upon this Agreement in serving as an officer or director of the Company.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

(c) The Company shall not seek from a court, or agree to, a "bar order" which would have the effect of prohibiting or limiting the Indemnatee's rights to receive advancement of expenses under this Agreement.

13. Definitions. For purposes of this Agreement:

(a) **"Corporate Status"** describes the status of a person who is or was a director, officer, employee, agent or fiduciary of the Company or of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving at the express written request of the Company.

(b) “**Disinterested Director**” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(c) “**Enterprise**” shall mean the Company and any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise that Indemnitee is or was serving at the express written request of the Company as a director, officer, employee, agent or fiduciary.

(d) “**Expenses**” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, participating, or being or preparing to be a witness in a Proceeding, or responding to, or objecting to, a request to provide discovery in any Proceeding. Expenses also shall include Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent and, for purposes of Section 7(e) only, Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee’s rights under this Agreement by litigation or otherwise. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(e) “**Independent Counsel**” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement, or of other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement. The Company agrees to pay the reasonable fees of the Independent Counsel referred to above and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

(f) “**Proceeding**” includes any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party or otherwise, by reason of his or her Corporate Status, by reason of any action taken by him or of any inaction on his part while acting in his or her Corporate Status; in each case whether or not he is acting or serving in any such capacity at the time any liability or expense is incurred for which indemnification can be provided under this Agreement; including one pending on or before the date of this Agreement, but excluding one initiated by an Indemnitee pursuant to Section 7 of this Agreement to enforce his rights under this Agreement.

14. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision. Without limiting the generality of the foregoing, this Agreement is intended to confer upon Indemnatee indemnification rights to the fullest extent permitted by applicable laws. In the event any provision hereof conflicts with any applicable law, such provision shall be deemed modified, consistent with the aforementioned intent, to the extent necessary to resolve such conflict.

15. Modification and Waiver. No supplement, modification, termination or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such waiver constitute a continuing waiver.

16. Notice By Indemnatee. Indemnatee agrees promptly to notify the Company in writing upon being served with or otherwise receiving any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding or matter which may be subject to indemnification covered hereunder. The failure to so notify the Company shall not relieve the Company of any obligation which it may have to Indemnatee under this Agreement or otherwise unless and only to the extent that such failure or delay materially prejudices the Company.

17. Notices. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) when sent by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

(a) To Indemnatee at the address set forth below Indemnatee signature hereto.

(b) To the Company at:

Laser-Scan Incorporated  
45945 Center Oak Plaza  
Suite 190  
Sterling, VA 20166  
Attention: President

or to such other address as may have been furnished to Indemnatee by the Company or to the Company by Indemnatee, as the case may be.

18. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.



19. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

20. Governing Law and Consent to Jurisdiction. This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. The Company and Indemnatee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Chancery Court of the State of Delaware (the “**Delaware Court**”), and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court, and (iv) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

***SIGNATURE PAGE TO FOLLOW***

IN WITNESS WHEREOF, the parties hereto have executed this Indemnification Agreement on and as of the day and year first above written.

**LASER-SCAN INCORPORATED**

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

**INDEMNITEE**

Name: Claire Milverton

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INDEMNITEE**

Name: Mary Brauer-Cox

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_