

STOCK PURCHASE AGREEMENT

by and among

Stonehenge Capital Fund Texas, LP,

Advantage Capital Community Development Fund, LLC,

Texas ACP I, LP,

T&K Machine, Inc.,

Aequs Aerospace LLC,

and

the other shareholders of T&K Machine, Inc. who are signatories to this
Stock Purchase Agreement

dated as of

June 2, 2015

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this “**Agreement**”), dated as of June 2, 2015, is entered into by and among Stonehenge Capital Fund Texas, LP, a Delaware limited partnership (“**Stonehenge**”), Advantage Capital Community Development Fund, LLC, a Louisiana limited liability company (“**Advantage**”), Texas ACP I, LP, a Texas limited partnership (“**ACP**,” and together with Stonehenge and Advantage, the “**Major Shareholders**,” and each a “**Major Shareholder**”), the other Persons listed as Sellers on the signature page hereto (the “**Other Shareholders**,” and together with the Major Shareholders, each a “**Seller**” and collectively, the “**Sellers**”), T&K Machine, Inc., a Texas corporation (the “**Company**,” and together with each of the Sellers, the “**Seller Parties**”), Aequus Aerospace LLC, a Delaware limited liability company (“**Buyer**”), Brent T. Sacha, acting solely in his representative capacity as the Shareholders’ Representative (as defined in **Section 10.01**), and Marshall Taylor, only with respect to the provisions of **Section 11.14** (Agreement of Marshall Taylor). The Sellers, the Company, and Buyer are sometimes hereinafter collectively referred to as the “**Parties**,” and individually as a “**Party**.”

RECITALS

WHEREAS, all of the issued and outstanding equity ownership interests in the Company consist of 3,960,573.04 shares of Series A Convertible Preferred Stock (the “**Preferred Stock**”) and 297.41 shares of common stock, par value \$0.01 (the “**Common Stock**”) (the Preferred Stock and the Common Stock are hereinafter collectively referred to as the “**Shares**”); and

WHEREAS, on the date of this Agreement, (i) the Major Shareholders collectively own 3,960,573.04 Shares of Preferred Stock and 240 Shares of Common Stock, and (ii) the remaining Shares, consisting of 57.41 Shares of Common Stock, are owned by the Other Shareholders; the total number of Shares owned, beneficially and of record, by each Major Shareholder and each of the Other Shareholders being set forth on **Schedule A** annexed hereto;

WHEREAS, Sellers wish to sell to Buyer, and Buyer wishes to purchase from Sellers, the Shares, on the terms, and subject to the other conditions, set forth in this Agreement.

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

ARTICLE I DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following terms have the meanings specified or referred to in this **Article I**:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

“**Actual Tax Benefit**” has the meaning set forth in **Section 9.05(i)**.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise; it being understood that, notwithstanding the foregoing, if a Person is an individual, an Affiliate shall not be deemed to include a family member or any entity controlled by such family member, so long as such Person does not have any material ownership interest in such entity, and is not actively involved in the management of such entity.

“**Agreement**” has the meaning set forth in the preamble.

“**Anti-Terrorism Law**” means any Law relating to terrorism or money laundering, including Executive Order 13224, the USA Patriot Act, Laws implementing or comprising the Bank Secrecy Act, and Laws administered by the U.S. Treasury Department Office of Foreign Asset Control, as any of the foregoing Laws may from time to time be amended, renewed, extended or replaced.

“**Audited Financial Statements**” has the meaning set forth in **Section 4.05**.

“**Balance Sheet**” has the meaning set forth in **Section 4.05**.

“**Balance Sheet Date**” has the meaning set forth in **Section 4.05**.

“**Basket**” has the meaning set forth in **Section 9.05(a)**.

“**Benefit Plan**” has the meaning set forth in **Section 4.19(a)**.

“**Business Day**” means any day except Saturday, Sunday or any other day on which commercial banks located in the State of Texas are authorized or required by Law to be closed for business.

“**Buyer**” has the meaning set forth in the preamble.

“Buyer Indemnitees” has the meaning set forth in **Section 9.02**.

“Buyer’s Accountants” means S.R. Batliboi & Associates LLP, or any accountant subsequently engaged by Buyer.

“Cap” has the meaning set forth in **Section 9.05(a)**.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.

“Closing” has the meaning set forth in **Section 2.07**.

“Closing Adjustment” has the meaning set forth in **Section 2.04(a)(ii)**.

“Closing Date” has the meaning set forth in **Section 2.07**.

“Closing Working Capital” means: (a) the WC Current Assets of the Company, less (b) the WC Current Liabilities of the Company, determined as of the close of business on the Closing Date.

“Closing Working Capital Statement” has the meaning set forth in **Section 2.04(b)(i)**.

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

“Common Stock” has the meaning set forth in the preamble.

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

“Company Intellectual Property” means all Intellectual Property that is owned or licensed for use by the Company.

“Company IP Agreements” means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to Intellectual Property to which the Company is a party, beneficiary or otherwise bound.

“Company IP Registrations” means all Company Intellectual Property that is subject to any issuance registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“Company’s Accountants” means Paul T. Wells, CPA.

“Completion Certificate” has the meaning set forth in **Section 2.06**.

“Contracts” means all contracts, leases, deeds, mortgages, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral.

“Debt Repayment” has the meaning set forth in **Section 2.03(h)**.

“Direct Claim” has the meaning set forth in **Section 9.06(c)**.

“Disclosure Schedules” means the Disclosure Schedules delivered by the Company, Sellers and Buyer concurrently with the execution and delivery of this Agreement.

“Disputed Amounts” has the meaning set forth in **Section 2.04(c)(iii)**.

“Dollars or \$” means the lawful currency of the United States.

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Environmental Attributes” means any emissions and renewable energy credits, energy conservation credits, benefits, offsets and allowances, emission reduction credits or words of similar import or regulatory effect (including emissions reduction credits or allowances under all applicable emission trading, compliance or budget programs, or any other federal, state or regional emission, renewable energy or energy conservation trading or budget program) that have been held, allocated to or acquired for the development, construction, ownership, lease, operation, use or maintenance of the Company as of: (i) the date of this Agreement; and (ii) future years for which allocations have been established and are in effect as of the date of this Agreement.

“Environmental Claim” means any Action, Governmental Order, lien, fine, penalty, or, as to each, any settlement or judgment arising therefrom, by or from any Person alleging liability of whatever kind or nature (including liability or responsibility for the costs of enforcement proceedings, investigations, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

“Environmental Law” means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the

management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term “Environmental Law” includes, without limitation, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

“**Environmental Notice**” means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

“**Environmental Permit**” means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“**ERISA Affiliate**” means all employers (whether or not incorporated) that would be treated together with the Company or any of its Affiliates as a “single employer” within the meaning of Section 414 of the Code.

“**Escrow Agent**” means Comerca Bank.

“**Escrow Agreement**” means the Escrow Agreement, among Sellers, Buyer and Escrow Agent in substantially the form annexed hereto as Exhibit A.

“**Estimated Closing Working Capital**” has the meaning set forth in **Section 2.04(a)(i)**.

“**Estimated Closing Working Capital Statement**” has the meaning set forth in **Section 2.04(a)(i)**.

“**First Promissory Note**” has the meaning set forth in **Section 2.02(c)**.

“**Financial Statements**” has the meaning set forth in **Section 4.05**.

“Fraud” means, (i) with respect to a Seller, intentional or willful misrepresentation or omission of such Seller regarding (a) the subject matter of Article III, and (b) the subject matter of any other representations, warranties or acknowledgements of the Sellers set forth elsewhere in this Agreement and/or any of the Transaction Documents, (ii) with respect to the Company, intentional or willful misrepresentation or omission of any of the Sellers (it being agreed that, for the purposes of Fraud by the Company, Sellers shall be deemed to be the Company) regarding (a) the subject matter of Article IV, and (b) the subject matter of any other representations, warranties or acknowledgements of the Company set forth elsewhere in this Agreement and/or any of the Transaction Documents, and (iii) with respect to Buyer, intentional or willful misrepresentation or omission of Buyer regarding (a) the subject matter of Article V, and (b) any other representations, warranties or acknowledgements of the Buyer set forth elsewhere in this Agreement and/or any of the Transaction Documents.

“Fundamental Representations and Warranties” means the representations and warranties of the Company, Major Shareholders, and Other Shareholders, as the case may be, set forth in the following articles and sections of this Agreement: **Section 2.14 (Permissible Exercise of Rights and Authority); Section 3.01 (Organization and Authority of Seller; Binding Effect; Non-Contravention), Section 3.02 (Capitalization), Section 3.03 (No Conflicts; Consents), Section 3.04 (Legal Proceedings), Section 4.01 (Organization, Authority and Qualification of the Company), Section 4.02 (Capitalization), Section 4.04 (No Conflicts; Consents), Section 4.09 (Title to Assets; Real Property), Section 4.16 (Legal Proceedings; Governmental Orders), Section 4.17 (Compliance with Laws; Permits), Section 4.20 (Employment Matters), Section 4.21 (Taxes), Section 4.23 (Brokers), Section 4.24 (Tax Abatement Agreement) and Section 4.25 (Product Liability and Warranties).**

“GAAP” means United States generally accepted accounting principles in effect from time to time.

“Government Contracts” has the meaning set forth in **Section 4.08(a)(viii).**

“Governmental Authority” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Hazardous Materials” means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form,

lead or lead-containing materials, urea formaldehyde foam insulation, and polychlorinated biphenyls.

“Indebtedness” has the meaning set forth in **Section 4.06**.

“Indemnified Party” has the meaning set forth in **Section 9.06**.

“Indemnifying Party” has the meaning set forth in **Section 9.06**.

“Independent Accountant” has the meaning set forth in **Section 2.04(c)(iii)**.

“Insurance Policies” has the meaning set forth in **Section 4.15**.

“Intellectual Property” means (a) all common law state and federal rights relating to trademarks, (b) any pending applications for registration of existing registrations of any trademarks on the Principal or Supplemental Register of the United States Patent and Trademark Office, (c) any pending applications for registration of any trademarks in any state or foreign country, (d) all copyrights registered in the United States or any foreign country relating to the Company, (e) all inventions relating to the Company, (f) all trade secrets relating to the Company, (g) all computer software used in the operation of the Company, (h) all technical and business confidential information including, but not limited to, designs, plans, specifications, formulas, processes, methods, shop rights, know-how and other business or technical confidential information that provides the Company with a commercial advantage over any or all of their competitors in the aerospace parts manufacturing industry, and (i) any other intellectual property relating to the Company owned, controlled, created or used by or on behalf of the Company in which the Company or any Seller has any interest whatsoever.

“Interim Balance Sheet” has the meaning set forth in **Section 4.05**.

“Interim Balance Sheet Date” has the meaning set forth in **Section 4.05**.

“Interim Financial Statements” has the meaning set forth in **Section 4.05**.

“Investors’ Rights Agreement” has the meaning set forth in **Section 2.13**.

“Knowledge of the Company or the Company’s Knowledge” or any other similar knowledge qualification, means the actual knowledge of (any of Taylor, Corey Campbell and/or Kevin (Doc) Holladay, after due inquiry and reasonable investigation by them; it being understood that this definition shall not be deemed to create a covenant of Taylor, Corey Campbell and/or Kevin (Doc) Holladay upon which any Party shall have a cause of action for breach of covenant against Taylor, Corey Campbell and/or Kevin (Doc) Holladay, and is merely intended to establish that if Taylor, Corey Campbell or Kevin (Doc) Holladay would reasonably be expected to have been made aware of a fact or circumstance after making an appropriate due inquiry and reasonable investigation into the subject matter of the representations and warranties set forth in **Article IV** of this Agreement, then such fact or circumstance shall be deemed to have been known by the

Company for the purposes of the representations and warranties set forth in **Article IV** of this Agreement.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Lease**” has the meaning set forth in **Section 2.03(a)**.

“**Liabilities**” has the meaning set forth in **Section 4.06**.

“**Losses**” means losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; *provided, however*, that “**Losses**” shall not include consequential (those damages which are not reasonably foreseeable), incidental, punitive, or indirect damages, except in the case of Fraud or to the extent actually awarded in connection with a Third Party Claim to a Governmental Authority or other third party.

“**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is, or would reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results of operations, condition (financial or otherwise) or assets of the Company, or (b) the ability of to consummate the transactions contemplated hereby on a timely basis. None of the following, individually or in combination, shall be deemed to constitute, nor shall any of the following be taken into account in determining whether there has been, or will be, a Material Adverse Effect, (i) any conditions, changes or developments in or generally affecting the aerospace parts manufacturing industry, (ii) any conditions, changes or developments primarily resulting from (A) the announcement or pendency of this Agreement and the transactions contemplated hereby, (B) changes in GAAP or other accounting standards (or the interpretation thereof), (C) changes in applicable Law, or (D) any acts of God, disasters, pandemics or acts of war, sabotage or terrorism, (iii) any failure to meet estimates or projections of financial performance, (iv) the taking of any action expressly required by this Agreement or the failure to take any action expressly prohibited by this Agreement, or (v) any conditions, changes or developments arising or relating to actions taken or failure to take action, in each case, which Buyer has requested or which was required by this Agreement.

“**Material Contracts**” has the meaning set forth in **Section 4.08(a)**.

“**Material Customers**” has the meaning set forth in **Section 4.14(a)**.

“**Material Suppliers**” has the meaning set forth in **Section 4.14(b)**.

“**Multiemployer Plan**” has the meaning set forth in **Section 4.19(c)**.

“**Non-U.S. Benefit Plan**” has the meaning set forth in **Section 4.19(a)**.

“Non-WC Current Assets” means Pre-Paid Expenses.

“Non-WC Current Liabilities” means (a) accounts payable and short term indebtedness of the Company (other than trade accounts payable), (b) accrued current Taxes payable (which, for the purposes hereof, shall be deemed to include, without limitation, all ad valorem (real estate) and other taxes and assessments affecting the Company’s leased real property which relate to the period prior to the Closing (subject to proration), but which are actually payable following the Closing), and (c) accrued expenses that are not Pre-Paid Expenses. Any item that is a Non-WC Current Liability shall be deemed not to be a WC Current Liability.

“Pay-off Letters” has the meaning set forth in **Section 2.09**.

“Permits” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from Governmental Authorities.

“Permitted Encumbrances” has the meaning set forth in **Section 4.09(a)**.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Physical Inventory” has the meaning set forth in **Section 2.06**.

“Post-Closing Adjustment” has the meaning set forth in **Section 2.04(b)(ii)**.

“Post-Closing Inactive Inventory” has the meaning set forth in **Section 2.05**.

“Post-Closing Tax Period” means any Tax Period beginning after the Closing Date and that portion of any Straddle Period beginning after the Closing Date.

“Post-Closing Taxes” means Taxes of the Company for any Post-Closing Tax Period.

“Pre-Closing Inactive Inventory” shall mean the items of inventory represented by the part numbers set forth on **Section 1.01** of the Disclosure Schedules, which for all purposes shall be deemed to be valued at \$356,000.

“Pre-Closing Tax Period” means any Tax Period ending on or before the Closing Date and that portion of any Straddle Period ending on the Closing Date.

“Pre-Closing Taxes” means Taxes of the Company for any Pre-Closing Tax Period.

“Pre-Paid Expenses” means the portion and amount of those prepaid expenses of the Company made by the Company prior to the Closing, and that relate to the period after the Closing of which Buyer will receive the sole benefit following the Closing (directly or

indirectly through its ownership of the Company), including estimated Tax payments or other prepayments of Taxes, refundable deposits, and overpayments with respect to Taxes, but specifically excluding any and all sums paid by the Company prior to the Closing in respect of (x) the premiums for the Company's directors and officers liability insurance and the premiums paid for the run-off insurance policy purchased prior to Closing, as discussed in Section 2.15(d) of this Agreement, and (y) the payment of the Discharged Indebtedness, as defined in **Section 4.06** of this Agreement.

"Preferred Stock" has the meaning set forth in **the preamble**.

"Pro Rata Share" means, with respect to each Major Shareholder, that percentage allocation of benefits and obligations as set forth on **Schedule B** attached hereto.

"Purchase Price" has the meaning set forth in **Section 2.02**.

"Qualified Benefit Plan" has the meaning set forth in **Section 4.19(c)**.

"Real Property" means the real property owned, leased or subleased by the Company, together with all buildings, structures and facilities located thereon.

"Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Resolution Period" has the meaning set forth in **Section 2.04(c)(ii)**.

"Restricted Period" has the meaning set forth in **Section 6.02(a)**.

"Review Period" has the meaning set forth in **Section 2.04(c)(i)**.

"Second Promissory Note" has the meaning set forth in **Section 2.02(d)**.

"Seller" and **"Sellers"** has the meaning set forth in the preamble.

"Seller Indemnitees" has the meaning set forth in **Section 9.03**.

"Seller Parties" has the meaning set forth in the preamble.

"Shareholders' Agreement" has the meaning set forth in **Section 2.11**.

"Shareholders' Representative" has the meaning set forth in **Section 10.01**.

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

“Statement of Objections” has the meaning set forth in **Section 2.04(c)(ii)**.

“Straddle Period” has the meaning set forth in **Section 7.03**.

“Target Working Capital” has the meaning set forth in **Section 2.04(a)(ii)**.

“Tax Abatement Agreement” means that certain Tax Abatement Agreement, dated November 12, 2012, between City of Paris, Texas and the Company.

“Taxes” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes (including any fees, assessments or charges in the nature of or in lieu of any tax), together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tax Benefit” has the meaning set forth in **Section 7.05(a)**.

“Tax Period” means any period for which a Tax Return is required to be filed or a Tax is required to be paid.

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

“Taylor” means Marshall Taylor, an individual domiciled in the State of Texas.

“Third Party Claim” has the meaning set forth in **Section 9.06(a)**.

“Transaction Documents” means this Agreement and all instruments, documents and agreements executed in connection with this Agreement, including the Escrow Agreement.

“Undisputed Amounts” has the meaning set forth in **Section 2.04(c)(iii)**.

“Union” has the meaning set forth in **Section 4.20(b)**.

“WC Current Assets” means (a) cash and cash equivalents on hand at Closing (after appropriate deduction for any checks written by the Company that have not been presented for payment and deducted from a Company bank account or electronic payments that have been authorized by the Company but not yet deducted from a Company bank account), (b) accounts receivable that are collected by the Company within ninety (90) days after the Closing Date (but, for the Estimated Closing Working Capital only, accounts receivable not outstanding more than ninety (90) days as at the Closing Date), specifically

excluding receivables from any of the Company's Affiliates, directors, employees, officers or stockholders and any of their respective Affiliates, and (c) inventory (specifically excluding the Pre-Closing Inactive Inventory).

“WC Current Liabilities” means trade accounts payable (on an accrual basis). Any item that is a WC Current Liability shall be deemed not to be a Non-WC Current Liability. If a check has been written by the Company to pay a trade account payable but not yet presented for payment and deducted from a Company bank account or an electronic payment of a trade account payable has been authorized by the Company but not yet deducted from a Company bank account, then the amount of any such trade account payable shall reflect the application of such check as if such check had been presented for payment and deducted from a Company bank account and the application of such electronic payment as if such electronic payment had been deducted from a Company bank account.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, Sellers shall sell to Buyer, and Buyer shall purchase from Sellers, the Shares, free and clear of all Encumbrances, for the consideration specified in **Section 2.02**.

Section 2.02 Purchase Price. The aggregate purchase price for the Shares shall be Five Million (\$5,000,000.00) Dollars, subject to adjustment pursuant to **Section 2.04** and **Section 2.05** hereof (the **“Purchase Price”**). The Purchase Price shall be paid as follows:

(a) \$3,500,000.00 shall be payable in cash at the Closing (the **“Closing Cash Purchase Price”**);

(b) \$500,000.00 (the **“Escrowed Purchase Price”**), in cash, shall be delivered to the Escrow Agent at Closing, and shall be held and disbursed by the Escrow Agent, in accordance with the terms of the Escrow Agreement;

(c) Delivery to each Major Shareholder of a promissory note from Buyer in the principal amount equal to such Major Shareholder’s Pro Rata Share of \$500,000.00 (each, a **“First Promissory Note,”** and collectively, the **“First Promissory Notes”**), in the form of **Exhibit E-1**; and

(d) Delivery to each Major Shareholder of a promissory note from Buyer in the principal amount equal to such Major Shareholder’s Pro Rata Share of \$500,000.00 (each, a **“Second Promissory Note,”** and collectively, the **“Second Promissory Notes”**), in the form of **Exhibit E-2**.

Section 2.03 Transactions to be Effected at the Closing.

(a) At the Closing, Buyer shall deliver to Sellers:

(i) the Closing Cash Purchase Price (minus the Debt Repayment), by wire transfer of immediately available funds to an account or accounts designated in writing by the **Sellers** (who are receiving any of the Closing Cash Purchase Price, as set forth on **Schedule 2.11** annexed hereto) to Buyer no later than two (2) Business Days prior to the Closing, subject to any Closing Adjustment pursuant to **Section 2.04(a)**; and

(ii) the duly executed Transaction Documents.

(b) At the Closing, Sellers shall deliver to Buyer:

(i) stock certificates evidencing the Shares, free and clear of all Encumbrances, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank, with all required stock transfer tax stamps affixed thereto;

(ii) all approvals, consents and waivers that are listed on **Section 3.03** and **Section 4.04** of the Disclosure Schedules;

(iii) the Escrow Agreement, dated as of the Closing Date and executed by the Shareholders' Representative;

(iv) the duly executed Transaction Documents;

(v) a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of each of the Major Shareholders and the Company certifying that attached thereto are true and complete copies of all resolutions adopted by the board of directors or other governing authority of each of the Major Shareholders and the Company (as applicable) authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby;

(vi) a certificate of the Secretary or an Assistant Secretary (or equivalent officer) of each of the Major Shareholders and the Company certifying the names and signatures of each of the Major Shareholders and the Company (and the officers of each of the Major Shareholders and the Company) authorized to sign this Agreement, the Transaction Documents and the other documents to be delivered hereunder and thereunder;

(vii) written resignations, effective as of the Closing Date, of the officers and directors of the Company as requested by Buyer at least five (5) Business Days prior to the Closing, together with a general release in favor of the Company and its Affiliates in substantially the same form as attached hereto as **Exhibit C**;

(viii) a good standing certificate (or its equivalent) for the Company, Stonehenge, Advantage, and ACP, as applicable, from the secretary of state or similar Governmental Authority of the jurisdiction under the Laws in which they are organized

(ix) the Letter of Comfort, duly executed by each Major Shareholder;
and

(x) such other documents or instruments as Buyer reasonably requests and are reasonably necessary to consummate the transactions contemplated by this Agreement.

(c) The Company shall, and the Seller Parties shall have caused the Company to, terminate any existing employment agreement with Taylor, and Taylor shall have delivered to Buyer a general release in favor of the Company and its Affiliates in the same form as attached hereto as **Exhibit C**.

(d) Taylor shall have executed and delivered to Buyer an independent contractor/consulting agreement with the Company, in substantially the same form as attached hereto as **Exhibit D**.

(e) The Company shall, and the Seller Parties shall have caused the Company to, terminate each of (i) that certain Marketing Representative Agreement, dated October 21, 2014, between the Company and Ryan Sales, Inc., and (ii) that certain letter agreement, dated July 11, 2014, between the Company and Larry Thompson, and shall have delivered to the Buyer a general release of the Company and its Affiliates by each counterparty under each such agreement.

(f) Prior to the Closing, the Parties and the Escrow Agent shall have executed and delivered to each other party thereto the Escrow Agreement, and at the Closing, Buyers shall deliver to the Escrow Agent the Escrowed Purchase Price in accordance with the terms of the Escrow Agreement.

(g) At the Closing, Buyer shall, by wire transfer of immediately available funds to the accounts designated in the Pay-Off Letters, pay the amounts set forth in the Pay-Off Letters necessary to discharge all of the Company's indebtedness for borrowed money as of the Closing Date (the "**Debt Repayment**").

(h) At the Closing, Buyer shall deliver to the Shareholders' Representative:

(i) The duly executed First Promissory Notes;

(ii) The duly executed Second Promissory Notes; and

(iii) The letter of comfort and its attached guaranty (the "**Letter of Comfort**"), each duly executed by Aerostructures Manufacturing India Pvt. Ltd. India, as annexed hereto as Exhibit B.

Section 2.04 Purchase Price Adjustment- Closing Working Capital.

(a) **Closing Adjustment.**

(i) At least three (3) Business Days before the Closing, the Company shall prepare and deliver to Buyer a statement setting forth its good faith estimate of Closing Working Capital (the “**Estimated Closing Working Capital**”), which statement shall contain an estimated balance sheet of the Company as of the Closing Date (without giving effect to the transactions contemplated herein), a calculation of Estimated Closing Working Capital (the “**Estimated Closing Working Capital Statement**”), prepared in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements.

(ii) The “**Closing Adjustment**” shall be an amount equal to the Estimated Closing Working Capital minus Three Million Four Hundred Fifty-Five Thousand (\$3,455,000.00) Dollars (the “**Target Working Capital**”). If the Closing Adjustment is a positive number, the Purchase Price and Closing Cash Purchase Price shall be increased by the amount of the Closing Adjustment. If the Closing Adjustment is a negative number, the Purchase Price and Closing Cash Purchase Price shall be reduced by the amount of the Closing Adjustment.

(iii) The Parties acknowledge and agree that the sum (such sum being the “**Goodrich Claim Amount**”), reflected on the Company’s Financial Statements (and set forth in Purchase Order number 2762079), of \$44,606.44, payable to the Company by Goodrich Corp., shall be deemed excluded from the Closing Adjustment, and shall be deemed excluded from the definition of WC Current Assets and WC Current Liabilities. If the Company shall actually receive indefeasible, undisputed payment of the Goodrich Claim Amount (or a portion thereof), then the Company shall pay such amount received in respect of the Goodrich Claim Amount to the Major Shareholders according to their Pro Rata Share, less the Company’s actual, reasonable costs of collection, within ten (10) days following the date of the Company’s receipt of the payment in respect of the Goodrich Claim Amount, whenever received. The Company shall, during the initial twelve (12) months following the Closing, take commercially reasonable efforts to collect the Goodrich Claim Amount (it being agreed that, in view of the fact that Goodrich Corp. is one of the Material Customers, commercially reasonable efforts shall not be deemed to require the commencement of an adversarial proceeding against Goodrich Corp., nor the assignment of the right to collect the Goodrich Claim Amount to a third party collection firm).

(b) **Post-Closing Adjustment.**

(i) Within one hundred twenty (120) days after the Closing Date, Buyer shall prepare and deliver to the Shareholders’ Representative a statement setting forth Buyer’s calculation of Closing Working Capital, which statement shall contain an audited balance sheet of the Company as of the Closing Date (without giving effect to the transactions contemplated herein, other than the Debt Repayment), a calculation of Closing Working Capital (the “**Closing Working Capital Statement**”) and a certificate of the Chief Financial Officer of Buyer that the Closing Working Capital Statement was prepared in accordance with GAAP applied using the same accounting methods, practices,

principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements.

(ii) The post-closing adjustment shall be an amount equal to the Closing Working Capital minus the Estimated Closing Working Capital (the “**Post-Closing Adjustment**”). If the Post-Closing Adjustment is a positive number, Buyer shall pay to the Major Shareholders an amount equal to the Post-Closing Adjustment. If the Post-Closing Adjustment is a negative number, the Major Shareholders shall pay to Buyer an amount equal to the Post-Closing Adjustment. Any payments made or received by the Major Shareholders pursuant to this **Section 2.04(b)** shall be allocated according to their Pro Rata Share.

(c) **Examination and Review.**

(i) Examination. After receipt of the Closing Working Capital Statement, the Shareholders’ Representative shall have thirty (30) days (the “**Review Period**”) to review the Closing Working Capital Statement. During the Review Period, the Shareholders’ Representative and the Company’s Accountants shall have full access to the books and records of the Company, the personnel of, and work papers prepared by, Buyer and/or Buyer’s Accountants to the extent that they relate to the Closing Working Capital Statement and to such historical financial information (to the extent in Buyer’s possession) relating to the Closing Working Capital Statement as the Shareholders’ Representative may reasonably request for the purpose of reviewing the Closing Working Capital Statement and to prepare a Statement of Objections (defined below), *provided, that* such access shall be in a manner that does not interfere with the normal business operations of Buyer or the Company.

(ii) Objection. On or prior to the last day of the Review Period, the Shareholders’ Representative may object to the Closing Working Capital Statement by delivering to Buyer a written statement setting forth the Shareholders’ Representative’s objections in reasonable detail, indicating each disputed item or amount and the basis for the Shareholders’ Representative’s disagreement therewith (the “**Statement of Objections**”). If the Shareholders’ Representative fails to deliver the Statement of Objections before the expiration of the Review Period, the Closing Working Capital Statement and the Post-Closing Adjustment, as the case may be, reflected in the Closing Working Capital Statement shall be deemed to have been accepted by the Shareholders’ Representative. If the Shareholders’ Representative delivers the Statement of Objections before the expiration of the Review Period, Buyer and the Shareholders’ Representative shall negotiate in good faith in an attempt to resolve such objections within thirty (30) days after the delivery of the Statement of Objections (the “**Resolution Period**”), and, if the same are so resolved within the Resolution Period, the Post-Closing Adjustment and the Closing Working Capital Statement with such changes as may have been previously agreed in writing by Buyer and Seller, shall be final and binding.

(iii) Resolution of Disputes. If the Shareholders’ Representative and Buyer fail to reach an agreement with respect to all of the matters set forth in the Statement

of Objections before expiration of the Resolution Period, then any amounts remaining in dispute (such disputed amounts, the “**Disputed Amounts**” and any amounts not so disputed, the “**Undisputed Amounts**”) shall be submitted for resolution to an independent accounting firm mutually agreed upon by Buyer and the Shareholders’ Representative, which shall be an impartial nationally recognized firm of independent certified public accountants other than the Company’s Accountants or Buyer’s Accountants (the “**Independent Accountant**”) who, acting as experts and not arbitrators, shall resolve the Disputed Amounts only and make any adjustments to the Post-Closing Adjustment, as the case may be, and the Closing Working Capital Statement. The Parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the Parties and their decision for each Disputed Amount must be within the range of values assigned to each such item in the Closing Working Capital Statement and the Statement of Objections, respectively.

(iv) Fees of the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid by the Major Shareholders, on the one hand, and by Buyer, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Major Shareholders or Buyer, respectively, bears to the aggregate amount actually contested by the Shareholders’ Representative and Buyer.

(v) Determination by Independent Accountant. The Independent Accountant shall make a determination as soon as practicable after their engagement, but in any event not later than 30 days thereafter, and their resolution of the Disputed Amounts and their adjustments to the Closing Working Capital Statement and/or the Post-Closing Adjustment shall be conclusive and binding upon the Parties hereto.

(vi) Payments of Post-Closing Adjustment. Except as otherwise provided herein, any payment of the Post-Closing Adjustment shall (A) be due (x) within five (5) Business Days of acceptance of the applicable Closing Working Capital Statement or (y) if there are Disputed Amounts, then within five (5) Business Days of the resolution described in clause (v) above; and (B) be paid by wire transfer of immediately available funds to such account as is directed by Buyer or the Major Shareholders, as the case may be. At Buyer’s option, Buyer shall have a right to receive payment of the Post-Closing Adjustment from the Escrowed Purchase Price, in accordance with the terms of the Escrow Agreement.

(d) **Adjustments for Tax Purposes.** Any payments made pursuant to **Section 2.04** shall be treated as an adjustment to the Purchase Price by the Parties for Tax purposes, unless otherwise required by Law.

Section 2.05 Purchase Price Adjustment- Qualified Scrap Inventory.

(a) **Qualified Scrap Inventory.** The term “**Qualified Scrap Inventory**” shall mean all inventory of the Company (excluding the Pre-Closing Inactive Inventory) (i) purchased or produced by the Company, or with respect to which the Company has entered into a binding commitment to purchase (but which purchase is not consummated until after the Closing), during the twelve (12) month period immediately preceding the Closing Date,

(ii) that is not sold in the ordinary course of the business of the Company within the 12 month period immediately following the Closing Date, (iii) which is deemed obsolete, or whose part numbers have been deemed inactive or otherwise no longer used (“**Post-Closing Inactive Inventory**”), by the customer of the Company who contracted with the Company for the purchase of such items of inventory (each a “**Term Claim Customer**”), and (iv) that is otherwise disposed of or “scrapped” by Buyer within twelve (12) months following the Closing Date.

(b) **Term Claims.** Buyer shall submit to each Term Claim Customer a claim for payment to the Company, by each such Term Claim Customer, for the loss of value of the Post-Closing Inactive Inventory (associated with each Term Claim Customer), in accordance with the terms of the Company’s contract with such Term Claim Customer, or, if such contract is silent, otherwise in accordance with customary, recognized industry practice (each a “**Term Claim**”).

(c) **QSI Purchase Price Adjustment.**

(i) **QSI Purchase Price Adjustment Amount.** Within fifteen (15) days after the first anniversary of the Closing Date, Buyer shall prepare and deliver to Shareholders’ Representative a statement setting forth the following (the “**QSI Statement**”): (i) the Qualified Scrap Inventory; (ii) the value of the Qualified Scrap Inventory, as set forth in the Closing Working Capital Statement; (iii) the amount of the Term Claims paid, if any, by the Term Claim Customer in respect of each item of Qualified Scrap Inventory; (iv) the sums paid to the Company in the disposing or “scrapping” of the Qualified Scrap Inventory for which no Term Claim has been paid to the Company (the “**QSI Scrap Consideration**”); and (v) the difference, in amount, between the value of the Qualified Scrap Inventory, as determined in accordance with the provisions of **Section 2.06(c)**, and the aggregate amount of the QSI Scrap Consideration plus the sums paid to the Company in respect of the Term Claims, as the case may be (the net difference thereof, if a positive number, being the “**QSI Purchase Price Adjustment Amount**”).

(ii) **QSI Purchase Price Adjustment.** If the QSI Purchase Price Adjustment Amount exceeds \$50,000.00, then the Major Shareholders shall pay to Buyer an amount equal to the amount by which the QSI Purchase Price Amount exceeds \$50,000.00 (the “**QSI Purchase Price Adjustment**”). Notwithstanding the foregoing, in no event shall the QSI Purchase Price Adjustment exceed the aggregate sum of \$125,000.00, which shall be deemed to be the limit of the QSI Purchase Price Adjustment. The Major Shareholders shall pay Buyer the QSI Purchase Price Adjustment at the time and in the manner set forth in **Section 2.05(d)(v)**. Any payments made by the Major Shareholders pursuant to this **Section 2.05(c)** shall be allocated according to their Pro Rata Share.

(d) **Examination and Review.**

(i) Examination. After receipt of the QSI Statement, the Shareholders’ Representative shall have fifteen (15) days (the “**QSI Review Period**”) to review the QSI Statement. During the QSI Review Period, the Shareholders’ Representative and the

Company's Accountants shall have reasonable access to the books and records of the Company solely to the extent that they relate to the QSI Statement, and to such other information as the Shareholders' Representative may reasonably request for the purpose of reviewing the QSI Statement and to prepare a QSI Statement of Objections (defined below), *provided, that* such access shall be in a manner that does not interfere with the normal business operations of Buyer or the Company.

(ii) Objection. On or prior to the last day of the QSI Review Period, the Shareholders' Representative may object to the QSI Statement by delivering to Buyer a written statement setting forth the Shareholders' Representative's objections in reasonable detail, indicating each disputed item or amount and the basis for the Shareholders' Representative's disagreement therewith (the "**QSI Statement of Objections**"). If the Shareholders' Representative fails to deliver the QSI Statement of Objections before the expiration of the Review Period, the QSI Statement and the QSI Purchase Price Adjustment shall be deemed to have been accepted by the Shareholders' Representative. If the Shareholders' Representative deliver the QSI Statement of Objections before the expiration of the QSI Review Period, Buyer and the Shareholders' Representative shall negotiate in good faith to attempt to resolve such objections within twenty-one (21) days after the delivery of the QSI Statement of Objections (the "**QSI Resolution Period**"), and, if the same are so resolved within the QSI Resolution Period, the QSI Purchase Price Adjustment and the QSI Statement with such changes as may have been previously agreed in writing by Buyer and the Shareholders' Representative, shall be final and binding.

(iii) Resolution of Disputes. If the Shareholders' Representative and Buyer fail to reach an agreement with respect to all of the matters set forth in the QSI Statement of Objections before expiration of the QSI Resolution Period, then any amounts remaining in dispute ("**Disputed QSI Amounts**") and any amounts not so disputed, the "**Undisputed QSI Amounts**") shall be submitted for binding arbitration in accordance with the procedures herein. The Parties agree that any arbitration hereunder will be administered by the judicial arbitration and mediation service ("**JAMS**") in accordance with the JAMS streamlined arbitration rules and procedures ("**JAMS Rules**"), and that the neutral arbitrator(s) will be selected in a manner consistent with the JAMS rules. The Parties also agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. The Parties hereto agree that all adjustments shall be made without regard to materiality. The arbiter shall only decide the specific items under dispute by the Parties and their decision for each Disputed QSI Amount must be within the range of values assigned to each such item in the QSI Statement and the QSI Statement of Objections, respectively.

(iv) Fees for Arbitration. The fees and expenses of the arbitration shall be paid by the Major Shareholders, on the one hand, and by Buyer, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Major Shareholders or Buyer, respectively, bears to the aggregate amount actually contested by the Shareholders' Representative and Buyer.

(v) Payments of QSI Purchase Price Adjustment. After the Shareholders' Representative's acceptance (whether deemed or actual) of the QSI

Statement, or the Parties' agreement as to the Undisputed QSI Amounts, and, with respect to any Disputed Amounts, after the resolution described in clause (iii) above, Buyer shall have a right to receive payment, in the amount of the QSI Purchase Price Adjustment from the Escrowed Purchase Price, in accordance with the terms of the Escrow Agreement, and, if the Escrowed Purchase Price then available is insufficient to satisfy, fully, the QSI Purchase Price Adjustment, then the remaining balance of the QSI Purchase Price Adjustment shall be set off against the principal amount owed under the First Promissory Notes, with the amount set off against any particular Major Shareholder's First Promissory Note being equal to such Major Shareholder's Pro Rata Share of the QSI Purchase Price Adjustment.

Section 2.06 Inventory Physical Count Procedures and Valuation.

(a) **Physical Inventory.** A physical count of the inventory of the Company has been jointly conducted by the Company and Buyer or their respective Representatives (the "**Physical Inventory**"), at the location of the inventory on between April 2, 2015 and April 6, 2015.

(b) **Completion Certificate.** The Company and Buyer (or their respective Representatives) have executed and delivered to one another a certificate of completion of the Physical Inventory (the "**Completion Certificate**"), codifying the Company's and Buyer's mutual agreement as to the contents of the Completion Certificate. The Completion Certificate is attached hereto as **Section 2.06(c)** of the Disclosure Schedules and includes, without limitation, the following: (a) the final pre-Closing count of the inventory of the Company; and (b) the final valuation of the inventory (other than the Pre-Closing Inactive Inventory, as provided in **Section 2.06(c)**).

(c) **Inventory Valuation.** The valuation of the inventory of the Company (excluding the Pre-Closing Inactive Inventory), as set forth in the Completion Certificate, shall be the Company's book value of the inventory as at the date of the completion of the Physical Inventory and such value shall be used for the inventory in the Closing Working Capital Statement.

(d) **Closing Inventory.** Any difference in the inventory as set forth in the Completion Certificate, and the actual inventory of the Company as at the Closing, shall be accounted for in accordance with the provisions of **Section 2.04**.

Section 2.07 Closing. Subject to the terms and conditions of this Agreement, the purchase and sale of the Shares contemplated hereby shall take place at a closing (the "**Closing**") to be held contemporaneously with the Parties execution and delivery of this Agreement, at the offices of Strasburger & Price LLP, 901 Main Street, Suite 4400, Dallas, Texas 75202, or at such other time or on such other date or at such other place as the Major Shareholders and Buyer may mutually agree upon in writing (the day on which the Closing takes place being the "**Closing Date**").

Section 2.08 Withholding Tax. As of the date of this Agreement and based on the representations herein, the Parties believe that Buyer is not required under any

applicable Law to withhold any amount from the consideration payable to Sellers pursuant to this Agreement, and absent any change in applicable Law or other circumstances between the date of this Agreement and any such payment Buyer shall not make any such withholding from the consideration payable to Sellers pursuant to this Agreement. If Buyer subsequently determines that there has been a change in applicable Law or other circumstances such that Buyer reasonably determines that it is required under applicable Law to withhold any amount from the consideration payable to any Seller pursuant to this Agreement, and if Buyer gives reasonable advance written notice to such Seller of such withholding obligation, Buyer will be entitled to withhold from any consideration payable to such Seller pursuant to this Agreement such amounts as may be required to be withheld therefrom under applicable Law. To the extent such amounts are so withheld and are paid over for such Seller's account according to applicable Law, such amounts will be treated for all purposes of this Agreement as having been paid to such Seller as provided in this Agreement. If Buyer's obligation to withhold with respect to a payment to any Seller can be reduced or eliminated through the provision of a certification or applicable form, Buyer shall provide such Seller with a reasonable opportunity to provide such certification or form; but Buyer shall not be required to advise Sellers of the availability thereof, it being acknowledged that Sellers shall rely solely on the advice of the Sellers' accountants and attorneys as to the amount, and availability, of any such reduction or elimination, and, if a Seller elects to pursue any such reduction or elimination, such Seller shall so advise Buyer.

Section 2.09 Debt Repayment. At least two (2) Business Days prior to the Closing, the Company shall deliver to Buyer pay-off letters with respect to the Indebtedness for borrowed money as of the Closing Date from the applicable lenders to the Company which shall include the wiring instructions for the account or accounts to which payments are due (collectively, the **"Pay-Off Letters"**). After Closing and upon confirmation from the applicable lenders to the Company that the payment pursuant to the Pay-Off Letters has been received, the Company shall file UCC-3 Termination Statements with regard to the Indebtedness paid off and released pursuant to the Pay-Off Letters (unless otherwise prohibited from doing so under the Company's written agreements with the lenders regarding the Indebtedness).

Section 2.10 Non-WC Adjustment.

(a) Non-WC Closing Adjustment.

(i) At least three (3) Business Days before the Closing, the Company shall prepare and deliver to Buyer a statement setting forth its good faith estimate of the Non-WC Current Assets and Non-WC Current Liabilities as at the Closing Date (the **"Estimated Non-WC Adjustments"**), (without giving effect to the transactions contemplated herein), prepared in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements.

(ii) The **"Estimated Non-WC Adjustment Amount"** shall be an amount equal to the difference of (x) the Non-WC Current Assets, minus (y) the Non-WC

Current Liabilities. If the Estimated Non-WC Adjustment Amount is a positive number, Buyer shall pay the Major Shareholders (allocated in accordance with their Pro Rata Share), together with the Closing Cash Purchase Price at Closing, the Estimated Non-WC Adjustment Amount. If the Estimated Non-WC Adjustment Amount is a negative number, the Purchase Price and Closing Cash Purchase Price shall be reduced by the amount of the Closing Adjustment.

(b) **Non-WC Post-Closing Adjustment.**

(i) Within ninety (90) days after the Closing Date, Buyer shall prepare and deliver to the Shareholders' Representative a statement setting forth Buyer's calculation of the actual Non-WC Current Assets and actual Non-WC Current Liabilities (the "**Non-WC Adjustment Statement**") and a certificate of the Chief Financial Officer of Buyer that the Non-WC Adjustment Statement was prepared in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of the Audited Financial Statements.

(ii) The post-closing adjustment shall be an amount equal to the difference of (x) the actual Non-WC Current Assets, minus (y) the actual Non-WC Current Liabilities (the "**Non-WC Post-Closing Adjustment**"). If the Non-WC Post-Closing Adjustment is a positive number, Buyer shall pay to the Major Shareholders an amount equal to the Non-WC Post-Closing Adjustment. If the Non-WC Post-Closing Adjustment is a negative number, the Major Shareholders shall pay to Buyer an amount equal to the Non-WC Post-Closing Adjustment. Any payments made or received by the Major Shareholders pursuant to this **Section 2.10(b)** shall be allocated according to their Pro Rata Share.

(c) **Examination and Review.**

(i) Examination. After receipt of the Non-WC Adjustment Statement, the Shareholders' Representative shall have thirty (30) days (the "**Review Period**") to review the Non-WC Adjustment Statement. During the Review Period, the Shareholders' Representative and the Company's Accountants shall have full access to the books and records of the Company, the personnel of, and work papers prepared by, Buyer and/or Buyer's Accountants to the extent that they relate to the Non-WC Adjustment Statement and to such historical financial information (to the extent in Buyer's possession) relating to the Non-WC Adjustment Statement as the Shareholders' Representative may reasonably request for the purpose of reviewing the Non-WC Adjustment Statement and to prepare a Non-WC Statement of Objections (defined below), *provided, that* such access shall be in a manner that does not interfere with the normal business operations of Buyer or the Company.

(ii) Objection. On or prior to the last day of the Review Period, the Shareholders' Representative may object to the Non-WC Adjustment Statement by delivering to Buyer a written statement setting forth the Shareholders' Representative's objections in reasonable detail, indicating each disputed item or amount and the basis for

Shareholders' Representative's disagreement therewith (the "**Non-WC Statement of Objections**"). If the Shareholders' Representative fails to deliver the Non-WC Statement of Objections before the expiration of the Review Period, the Non-WC Adjustment Statement and the Non-WC Post-Closing Adjustment, as the case may be, reflected in the Non-WC Adjustment Statement shall be deemed to have been accepted by the Shareholders' Representative. If the Shareholders' Representative delivers the Non-WC Statement of Objections before the expiration of the Review Period, Buyer and the Shareholders' Representative shall negotiate in good faith in an attempt to resolve such objections within thirty (30) days after the delivery of the Non-WC Statement of Objections (the "**Resolution Period**"), and, if the same are so resolved within the Resolution Period, the Non-WC Post-Closing Adjustment and the Non-WC Adjustment Statement with such changes as may have been previously agreed in writing by Buyer and the Shareholders' Representative, shall be final and binding.

(iii) Resolution of Disputes. If the Shareholders' Representative and Buyer fail to reach an agreement with respect to all of the matters set forth in the Non-WC Statement of Objections before expiration of the Resolution Period, then any amounts remaining in dispute (such disputed amounts, the "**Non-WC Disputed Amounts**" and any amounts not so disputed, the "**Non-WC Undisputed Amounts**") shall be submitted for resolution to the office of the Independent Accountant who, acting as experts and not arbitrators, shall resolve the Non-WC Disputed Amounts only and make any adjustments to the Non-WC Post-Closing Adjustment, as the case may be, and the Non-WC Adjustment Statement. The Parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the Parties and their decision for each Non-WC Disputed Amount must be within the range of values assigned to each such item in the Non-WC Adjustment Statement and the Non-WC Statement of Objections, respectively.

(iv) Fees of the Independent Accountant. The fees and expenses of the Independent Accountant shall be paid by the Major Shareholders, on the one hand, and by Buyer, on the other hand, based upon the percentage that the amount actually contested but not awarded to the Major Shareholders or Buyer, respectively, bears to the aggregate amount actually contested by the Shareholders' Representative and Buyer.

(v) Determination by Independent Accountant. The Independent Accountant shall make a determination as soon as practicable after their engagement, but in any event not later than thirty (30) days thereafter, and their resolution of the Non-WC Disputed Amounts and their adjustments to the Non-WC Adjustment Statement and/or the Non-WC Post-Closing Adjustment shall be conclusive and binding upon the Parties hereto.

(vi) Payments of Post-Closing Adjustment. Except as otherwise provided herein, any payment of the Non-WC Post-Closing Adjustment shall (A) be due (x) within five (5) Business Days of acceptance of the applicable Non-WC Adjustment Statement or (y) if there are Non-WC Disputed Amounts, then within five (5) Business Days of the resolution described in clause (v) above; and (B) be paid by wire transfer of immediately available funds to such account as is directed by Buyer or the Major Shareholders, as the case may be. At Buyer's option, Buyer shall have a right to receive

payment of the Non-WC Post-Closing Adjustment from the Escrowed Purchase Price, in accordance with the terms of the Escrow Agreement.

Section 2.11 Allocation of Purchase Price Amongst Sellers; Preferred Stock Liquidation Preference. The Seller Parties hereby acknowledge to each other and represent to Buyer, and warrant, that, (a) pursuant to Section 4.1 of that certain Amended and Restated Shareholders' Agreement dated March 31, 2010, by and among the Company and the Sellers (the "**Shareholders' Agreement**"), the aggregate proceeds from the sale by Sellers to Buyer of the Shares shall be allocated amongst the Sellers in the manner set forth in Article IV, Section B2 of the Company's Amended and Restated Certificate of Formation (the "**Certificate of Formation**"), filed with the Secretary of State of the State of Texas on April 23, 2010, and (b) the Seller Parties have agreed to modify such allocation so that the Purchase Price (and all adjustments thereof and other closing adjustments to be made in accordance with **Article II** hereof) shall be allocated amongst the Sellers according to **Section 2.11** of the Disclosure Schedules. The Seller Parties hereby acknowledge and agree, in all respects, with the allocation of the Purchase Price among the Sellers as set forth in **Section 2.11** of the Disclosure Schedules, and hereby agree that Buyer shall be entitled to rely on such acknowledgment and agreement in making any required payments under this Agreement.

Section 2.12 Waiver of Right of First Refusal; Exercise of Drag-Along Right. Pursuant to Section 2.1 of the Shareholders' Agreement, the Major Shareholders and the Company, as beneficiaries of a right of first refusal to purchase the Shares, hereby acknowledge their right of first refusal provided by the Shareholders' Agreement and hereby elect to waive any and all rights of first refusal with respect to the sale of the Shares. Pursuant to Section 4.1 of the Shareholders' Agreement, the Major Shareholders have invoked their rights to require the Other Shareholders to sell their Shares pursuant to this Agreement. The Sellers hereby waive their right to receive any notice required by Section 4.1 of the Shareholders' Agreement, other than the notice provided pursuant hereto.

Section 2.13 Termination of Other Agreements. Effective as of the Closing, the Shareholders' Agreement and that certain Amended and Restated Investors' Rights Agreement dated March 31, 2010 by and among the Company, Stonehenge, Advantage, and ACP (the "**Investors' Rights Agreement**") shall automatically terminate. The Company and Sellers hereby acknowledge and consent to such termination.

Section 2.14 Permissible Exercise of Rights and Authority; Power of Attorney. The Major Shareholders hereby represent and warrant, jointly and severally, as follows:

(a) The Major Shareholders have all right, power, and authority to exercise, and have properly exercised, their "drag-along" rights under, and in accordance with the terms of, the Shareholders' Agreement, which mandate that the Other Shareholders sell their Shares to Buyer in accordance with the terms of this Agreement;

(b) Pursuant to the Shareholders' Agreement, David Evans ("**Evans**") did in writing appoint Advantage Capital Partners ("**Ad Cap**") his true and lawful attorney, with

the power of attorney to enter into this Agreement and the Evans Stock Power (as hereinafter defined);

(c) As attorney in fact for Evans, and under and by virtue of the power of attorney granted to Ad Cap, Ad Cap has executed and delivered this Agreement and the Evans Stock Power on behalf of Evans as Evans' attorney in fact in connection with the consummation of the transactions contemplated by this Agreement and the Transaction Documents;

(d) By Ad Cap's execution and delivery, on behalf of Evans as Evans' attorney in fact, of this Agreement and a stock power providing for the transfer to Buyer of the certificate representing the Shares owned by Evans (the "**Evans Stock Power**") in connection with the consummation of the transactions contemplated by this Agreement, Evans is legally bound by this Agreement and the Evans Stock Power, and the same are enforceable against Evans as fully and completely, in accordance with their respective terms, as if Evans had personally executed and delivered the same; and

(e) Evans is now alive, has not at any time revoked or repudiated said power of attorney, and said power of attorney is in full force and effect on the date, and at the time, of the execution and delivery of this Agreement.

Section 2.15 Release of the Company; Covenant Not To Sue.

(a) As a material inducement to Buyer to enter into this Agreement, and in consideration of the covenants, agreements and undertakings of the Buyer and the Company under this Agreement, effective on and as of the Closing Date, each of the Sellers, on behalf of himself/herself/itself and their respective present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, partners, successors, assigns, representatives, administrators, family members, executors and trustees (collectively, "**Releasors**") hereby releases, waives and forever discharges the Company and its present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders (including each other Seller), agents, representatives, successors and assigns (collectively, "**Releasees**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, "**Released Claims**"), arising prior to the Closing Date, which any of such Releasors ever had, now has, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders' Agreement, the Investors' Rights Agreement, and/or Certificate of Formation (including, without limitation, any rights of any Releasor under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation) or any agreement between the Company and such Releasor providing for indemnification of such Releasor in such Releasor's capacity as a director or officer of the Company; provided,

that, the Released Claims shall not include (i) any rights of any Releasor under this Agreement or any other Transaction Document, (ii) any rights of any Releasor under the exculpation provisions of Article V (Liability of Directors) of the Company's Certificate of Formation, and (iii) any rights of Taylor and any of his Affiliates (including TBEP, L.P.) relating to the proposed transfer of real estate and building to Buyer and the lease of such property. For the avoidance of doubt, the Released Claims shall not include any claims underlying any claims for indemnification that any Releasor may have under **Article IX** of this Agreement.

(b) Each Releasor understands that it may later discover Released Claims or facts that may be different from, or in addition to, those that it or any other Releasor now knows or believes to exist regarding the subject matter of the release contained in this **Section 2.15**, and which, if known at the time of signing this Agreement, may have materially affected the release set forth in this **Section 2.15** and such Releasor's decision to enter into it and grant the release contained in this **Section 2.15**. Nevertheless, the Releasors intend to fully, finally and forever settle and release all Released Claims that now exist, may exist or previously existed, as set forth in the release contained in this **Section 2.15**, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Releasors hereby waive any right or Released Claim that might arise as a result of such different or additional Released Claims or facts.

(c) As a material inducement to Buyer to enter into this Agreement, and in consideration of the covenants, agreements and undertakings of the Buyer and the Company under this Agreement, effective on and as of the Closing Date each of the Releasors hereby irrevocably covenants that at no time will such Releasor, directly or indirectly, alone or by, with or through others, commence, maintain or prosecute any suit, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Releasees in respect of or based upon: (i) any one or more of the Released Claims; or (ii) any right or cause of action (whenever ripening) arising under (x) the Certificate of Formation (other than Article V (Liability of Directors) of the Certificate of Formation), including, without limitation, any rights of any Releasor under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation; (y) any agreement between the Company and such Releasor providing for indemnification of such Releasor in such Releasor's capacity as a director or officer of the Company; and/or (z) any statutory or common law right to indemnification in such Releasor's capacity as a director or officer of the Company.

(d) The Company has, prior to the Closing, purchased and fully pre-paid in advance a non-cancellable extended run off insurance policy that cannot be amended or affected in any way by the Company, extending coverage under the Company's existing directors and officers insurance policy for a period of six years after the Closing Date, and otherwise containing such provisions as are customary (a true and complete copy of which shall be provided by Sellers at Closing). Notwithstanding anything in this Agreement, the

Company's existing directors and officers insurance policy (as extended as described herein), nor in any other agreement with or among the Company and the Sellers and/or any non-Seller directors and officers, the Company shall not be obligated to, and shall have no liability in respect of the payment of, any and all retentions required to be paid under the Company's directors and officers insurance policy. Any and all retentions required to be paid in order to make a claim, or that are otherwise payable, at any time under such insurance policy by or on behalf of any Person that, prior to the Closing, served as a director or officer of the Company shall be paid by the Major Shareholders based on their respective Pro Rata Shares of such payment, or, if payment of a retention is required to be made by the Company to make a claim, or that are otherwise payable, at any time, under such insurance policy by or on behalf of any Person that, prior to the Closing, served as a director or officer of the Company, the Major Shareholders shall pay such amount on behalf of the Company.

Section 2.16 Release of the Sellers; Covenant Not To Sue.

(a) As a material inducement to the Sellers to enter into this Agreement, and in consideration of the covenants, agreements and undertakings of the Sellers under this Agreement, effective on and as of the Closing Date, the Company, on behalf of itself and its present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, partners, successors, assigns, representatives, administrators, family members, executors and trustees (collectively, "**Company Releasors**") hereby releases, waives and forever discharges each Seller and his/its present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, agents, representatives, successors and assigns (collectively, "**Seller Releasees**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, "**Company Released Claims**"), arising prior to the Closing Date, which any of such Company Releasors ever had, now has, or hereafter can, shall, or may have against any of such Seller Releasees for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders' Agreement, the Investors' Rights Agreement, and/or Certificate of Formation; provided, that, the Released Claims shall not include any rights of any Company Releasor under this Agreement or any other Transaction Document. For the avoidance of doubt, the Company Released Claims shall not include any claims underlying any claims for indemnification that any Company Releasor may have under **Article IX** of this Agreement.

(b) The Company and Buyer understands that the Company Releasors may later discover Company Released Claims or facts that may be different from, or in addition to, those that it or any other Company Releasor now knows or believes to exist regarding the subject matter of the release contained in this **Section 2.16**, and which, if known at the time of signing this Agreement, may have materially affected the release set forth in this

Section 2.16 and such Company Releasor's decision to enter into it and grant the release contained in this **Section 2.16**. Nevertheless, the Company Releasors intend to fully, finally and forever settle and release all Company Released Claims that now exist, may exist or previously existed, as set forth in the release contained in this **Section 2.16**, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Company Releasors hereby waive any right or Company Released Claim that might arise as a result of such different or additional Company Released Claims or facts.

(c) As a material inducement to the Sellers to enter into this Agreement, and in consideration of the covenants, agreements and undertakings of the Sellers under this Agreement, effective on and as of the Closing Date each of the Company Releasors hereby irrevocably covenants that at no time will such Company Releasor, directly or indirectly, alone or by, with or through others, commence, maintain or prosecute any suite, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Seller Releasees in respect of or based upon any one or more of the Company Released Claims.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller, severally but not jointly, represents and warrants to Buyer that, except as set forth on the Disclosure Schedules, the statements contained in this **Article III** are true and correct on and as of the Closing Date:

Section 3.01 Organization and Authority of Sellers; Binding Effect; Non-Contravention. With respect to each such Seller that is not an individual, such Seller is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation, with full power and authority to enter into this Agreement and each of the other Transaction Documents to which such Seller is a party and perform its obligations hereunder and thereunder. With respect to each such Seller that is an individual, such Seller has the legal right and capacity to execute and deliver this Agreement and the other Transaction Documents to which such Seller is a party and perform such Seller's obligations hereunder and thereunder; and such Seller is not required to obtain a spousal consent to the sale of such Seller's Shares hereunder. With respect to each such Seller that is not an individual, such Seller has all requisite authority to execute and deliver this Agreement and the other Transaction Documents to which such Seller is a party and perform such Seller's obligations hereunder and thereunder and the consummation by such Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite action (corporate, limited liability company, partnership, or otherwise) on the part of such Seller. This Agreement has been duly executed and delivered by such Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of such Seller enforceable against such Seller in accordance with its terms. When each other Transaction Document to which such Seller is, or will be, a party has been duly executed and delivered by such Seller (assuming

due authorization, execution and delivery by each other party thereto), such Transaction Documents will constitute a legal and binding obligation of such Seller enforceable against such Seller in accordance with its terms.

Section 3.02 Capitalization. The Shares owned, legally, of record and beneficially, and with good and marketable title, by such Seller, are as set forth on Schedule A annexed hereto, free and clear of all Encumbrances. Upon Closing of the transactions contemplated by this Agreement, Buyer shall own, legally, of record and beneficially, with good and marketable title, and have all right, title and interest in and to, all of the Shares set forth next to such Seller's name on **Schedule A** annexed hereto, free and clear of all Encumbrances.

Section 3.03 No Conflicts; Consents. The execution, delivery and performance by such Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, and such Seller's compliance with the terms and provisions hereof and thereof, do not and will not: (a) conflict with or result in a violation, default under or breach of any provision of any contract, agreement, license or Permit to which such Seller is a party, or of any Law or Governmental Order applicable to such Seller; or (b) except as set forth in **Section 3.03** of the Disclosure Schedules, require the consent notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which such Seller is a party or by which such Seller is bound or to which any of its Shares are subject (including any Material Contract) or any Permit affecting the properties, assets or business of the Company.

Section 3.04 Legal Proceedings. Except as set forth in **Section 3.04** of the Disclosure Schedules, there are no Actions pending or, to the such Seller's actual knowledge, threatened (a) by or against such Seller and relating to the Company or the Shares owned by such Seller; or (b) against or by such Seller that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To such Seller's actual knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Buyer that, except as set forth on the Disclosure Schedules, the statements contained in this **Article IV** are true and correct on and as of the Closing Date:

Section 4.01 Organization, Authority and Qualification of the Company. The Company is a corporation duly organized, validly existing and in good standing under the Laws of the State of Texas, and has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted. **Section 4.01** of the Disclosure

Schedules sets forth each jurisdiction in which the Company is licensed or qualified to do business, and the Company is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business as currently conducted makes such licensing or qualification necessary. This Agreement has been duly executed and delivered by the Company, and (assuming due authorization, execution and delivery by Buyer) this Agreement constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms. When each other Transaction Document to which the Company is, or will be, a party has been duly executed and delivered by the Company (assuming due authorization, execution and delivery by each other party thereto), such Transaction Documents will constitute a legal and binding obligation of the Company enforceable against the Company in accordance with its terms. The Company has all requisite corporate power and authority to (a) execute and deliver this Agreement and the other Transaction Documents to which it is or will be a party and (b) perform its obligations hereunder and thereunder.

Section 4.02 Capitalization.

(a) The authorized capital stock of the Company consists of 4,340,929 shares of Preferred Stock and 1,000 shares of Common Stock, of which 3,960,573.04 shares of Preferred Stock and 297.41 shares of Common Stock are issued and outstanding and constitute the Shares. There are 42.59 shares of Common Stock issued and held by the Company as treasury shares. All of the Shares have been duly authorized, are validly issued, fully paid and non-assessable. The Shares are owned of record by Sellers, as set forth on **Schedule A** annexed hereto.

(b) All of the Shares were issued in compliance with applicable Laws. None of the Shares were issued in violation of any agreement, arrangement or commitment to which Seller or the Company is a party or is subject to or in violation of any preemptive or similar rights of any Person.

(c) There are no outstanding or authorized options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the capital stock of the Company or obligating Sellers or the Company to issue or sell any shares of capital stock of, or any other interest in, the Company. The Company does not have outstanding or authorized any stock appreciation, phantom stock, profit participation or similar rights. There are no voting trusts, stockholder agreements, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Shares.

Section 4.03 No Subsidiaries. The Company does not own, or have any interest in any shares or have an ownership interest in any other Person.

Section 4.04 No Conflicts; Consents. The execution, delivery and performance by the Company of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, and the Company's compliance with the terms and provisions hereof and thereof, do not and will

not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of incorporation, by-laws or other organizational documents of the Company; (b) conflict with or result in a violation, default under or breach of any provision of any contract, agreement, license or Permit to which the Company is a party, or of any Law or Governmental Order applicable to the Company; (c) except as set forth in **Section 4.04** of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, result in a violation or breach of, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, result in the acceleration of or create in any party the right to accelerate, terminate, modify or cancel any Contract to which the Company is a party or by which the Company is bound or to which any of its properties and assets are subject (including any Material Contract) or any Permit affecting the properties, assets or business of the Company; or (d) result in the creation or imposition of any Encumbrance other than Permitted Encumbrances on any properties or assets of the Company. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Person or Governmental Authority is required by or with respect to the Company in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 4.05 Financial Statements. Complete copies of the Company's audited financial statements consisting of the balance sheet of the Company as of October 31st in each of the years 2014, 2013, 2012 and 2011 and the related statements of income and retained earnings, stockholders' equity and cash flow for the years then ended (the "**Audited Financial Statements**"), and unaudited financial statements consisting of the balance sheet of the Company as at March 31, 2015 and the related statements of income and retained earnings, stockholders' equity and cash flow for the five month period then ended (the "**Interim Financial Statements**" and together with the Audited Financial Statements, the "**Financial Statements**") are included in the Disclosure Schedules and have been delivered to Buyer. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved, subject, in the case of the Interim Financial Statements, to normal and recurring year-end adjustments (the effect of which will not be materially adverse) and the absence of notes (that, if presented, would not differ materially from those presented in the Audited Financial Statements). The Financial Statements are based on the books and records of the Company, and fairly present the financial condition of the Company as of the respective dates they were prepared and the results of the operations of the Company for the periods indicated. The balance sheet of the Company as of October 31, 2014 is referred to herein as the "**Balance Sheet**" and the date thereof as the "**Balance Sheet Date**" and the balance sheet of the Company as of March 31, 2015 is referred to herein as the "**Interim Balance Sheet**" and the date thereof as the "**Interim Balance Sheet Date**". The Company maintains a standard system of accounting established and administered in accordance with GAAP.

Section 4.06 No Liabilities. Except as set forth on the Balance Sheet, Interim Balance Sheet, or in **Section 4.06** of the Disclosure Schedules and the trade payable included within the WC Current Liabilities as set forth in the Closing Working Capital Statement (the "**Indebtedness**"), the Company has no liabilities, obligations or

commitments of any nature required to be disclosed in a balance sheet prepared in accordance with GAAP (“**Liabilities**”). The Company has no “off-balance sheet” liabilities, including, without limitation, any off-balance sheet financing arrangements. The Indebtedness disclosed in **Section 4.07(h) (Absence of Certain Changes, Events and Conditions)** (the “**Discharged Indebtedness**”), with respect to the Lease Agreement, dated as of July 17, 2014, by and between Sewell Corporation, Inc. and the Company, has been satisfied, and paid in full, by the Company prior to the Closing.

Section 4.07 Absence of Certain Changes, Events and Conditions. Since the Interim Balance Sheet Date and except as contemplated by this Agreement and the other Transaction Documents, there has not been, with respect to the Company, any:

(a) event, occurrence or development that has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect;

(b) amendment of the charter, by-laws or other organizational documents of the Company;

(c) issuance, sale or other disposition of any of its capital stock, or grant of any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its capital stock;

(d) declaration or payment of any dividends or distributions on or in respect of any of its capital stock or redemption, purchase or acquisition of its capital stock;

(e) material change in any method of accounting or accounting practice of the Company, except as required by GAAP or as disclosed in the notes to the Financial Statements;

(f) material change in the Company's cash management practices and its policies, practices and procedures with respect to collection of accounts receivable, establishment of reserves for uncollectible accounts, accrual of accounts receivable, inventory control, prepayment of expenses, payment of trade accounts payable, accrual of other expenses, deferral of revenue and acceptance of customer deposits;

(g) incurrence, assumption or guarantee of any indebtedness for borrowed money, except unsecured current obligations and Liabilities incurred in the ordinary course of business consistent with past practice;

(h) transfer, assignment, sale or other disposition of any of the assets shown or reflected in the Interim Balance Sheet, except for sales of inventory in the ordinary course of business, or cancellation of any debts or entitlements;

(i) transfer, assignment or grant of any license or sublicense of any material rights under or with respect to any Company Intellectual Property or Company IP Agreements;

(j) material damage, destruction or loss (whether or not covered by insurance) to its property;

- (k) any capital investment in, or any loan to, any other Person;
- (l) acceleration, termination, material modification to or cancellation of any material Contract (including, but not limited to, any Material Contract) to which the Company is a party or by which it is bound;
- (m) imposition of any Encumbrance upon any of the Company properties, capital stock or assets, tangible or intangible;
- (n) (i) grant of any bonuses, whether monetary or otherwise, or increase in any wages, salary, severance, pension or other compensation or benefits in respect of its current or former employees, officers, directors, independent contractors or consultants, other than as provided for in any written agreements or required by applicable Law, (ii) change in the terms of employment for any employee or any termination of any employees for which the aggregate costs and expenses exceed \$500.00, or (iii) action to accelerate the vesting or payment of any compensation or benefit for any current or former employee, officer, director, independent contractor or consultant;
- (o) hiring or promoting any Person as or to (as the case may be) an officer or hiring or promoting any employee below officer except to fill a vacancy in the ordinary course of business;
- (p) adoption, modification or termination of any: (i) employment, severance, retention or other agreement with any current or former employee, officer, director, independent contractor or consultant, (ii) Benefit Plan or (iii) collective bargaining or other agreement with a Union, in each case whether written or oral;
- (q) any loan to (or forgiveness of any loan to), or entry into any other transaction with, any of its stockholders or current or former directors, officers and employees;
- (r) entry into a new line of business or abandonment or discontinuance of existing lines of business;
- (s) adoption of any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law;
- (t) purchase, lease or other acquisition of the right to own, use or lease any property or assets for an amount in excess of \$1,000.00, individually (in the case of a lease, per annum) or \$5,000.00 in the aggregate (in the case of a lease, for the entire term of the lease, not including any option term), except for purchases of inventory or supplies in the ordinary course of business consistent with past practice;
- (u) acquisition of, by merger or consolidation with, or by purchase of a substantial portion of the assets or stock of, or by any other manner, any business or any Person or any division thereof;

(v) action by the Company to make, change or rescind any Tax election, amend any Tax Return, execute any waiver of restrictions on assessment of any Tax, or make, change, or rescind any material agreement or settlement with any Governmental Authority with respect to Taxes to the extent any such action would have the effect of increasing the Tax liability or reducing any Tax asset of Buyer in respect of any Post-Closing Tax Period; or

(w) any Contract to do any of the foregoing, or any action or omission that would reasonably be expected to result in any of the foregoing.

Section 4.08 Material Contracts.

(d) **Section 4.08(a)** of the Disclosure Schedules lists each of the following Contracts of the Company (such Contracts, together with all Contracts concerning the occupancy, management or operation of any Real Property (including brokerage contracts) listed or otherwise disclosed in **Section 4.09(b)** of the Disclosure Schedules and all Company IP Agreements set forth in **Section 4.11(b)** of the Disclosure Schedules, being “**Material Contracts**”):

(i) each Contract of the Company involving aggregate consideration in excess of **\$1,000** (or its equivalent value in performance of the Company’s covenants thereunder);

(ii) all Contracts that require the Company to purchase its total requirements of any product or service from a third party or that contain “take or pay” provisions;

(iii) all Contracts that provide for the indemnification by the Company of any Person or the assumption of any Tax, environmental or other Liability of any Person;

(iv) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any real property (whether by merger, sale of stock, sale of assets or otherwise);

(v) all broker, distributor, dealer, manufacturer’s representative, franchise, agency, sales promotion, market research, marketing consulting and advertising Contracts to which the Company is a party;

(vi) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) to which the Company is a party and which are not cancellable without material penalty or without more than thirty (30) days’ notice;

(vii) all Contracts relating to Indebtedness for borrowed money (including guarantees) of the Company;

(viii) all Contracts with the Material Customers and Material Suppliers (as each such capitalized term is defined in Section 4.14 (Customers and Suppliers) of this Agreement);

(ix) all Contracts with any Governmental Authority to which the Company is a party (“**Government Contracts**”);

(x) all Contracts that limit or purport to limit the ability of the Company to compete in any line of business or with any Person or in any geographic area or during any period of time;

(xi) any Contracts to which the Company is a party that provide for any joint venture, partnership or similar arrangement by the Company;

(xii) all Contracts between or among the Company on the one hand and Seller or any Affiliate of Seller (other than the Company) on the other hand;

(xiii) all collective bargaining agreements or Contracts with any Union to which the Company is a party; and

(xiv) any other Contract that is material to the Company and not previously disclosed pursuant to this **Section 4.08**.

(e) Each Material Contract is valid and binding on the Company in accordance with its terms and is in full force and effect. None of the Company or, to the Company’s Knowledge, any other party thereto is in material breach of or default under (or is alleged to be in material breach of or default under), or has provided or received any notice of any intention to terminate, any Material Contract. No event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default by the Company, or, to the Company’s Knowledge, the other party to the Material Contract, under any Material Contract, or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Complete and correct copies of each Material Contract (including all modifications, amendments and supplements thereto and waivers thereunder) have been made available to Buyer.

Section 4.09 Title to Assets; Real Property.

(a) The Company has good and valid (and, in the case of owned Real Property, good and marketable fee simple) title to, or a valid leasehold interest in, all Real Property and personal property and other assets reflected in the Audited Financial Statements or acquired after the Balance Sheet Date, other than properties and assets sold or otherwise disposed of in the ordinary course of business consistent with past practice since the Balance Sheet Date. All such properties and assets (including leasehold interests) are free and clear of Encumbrances except for the following (collectively referred to as “**Permitted Encumbrances**”):

- (i) liens for Taxes not yet due and payable;
- (ii) mechanics, carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business consistent with past practice or amounts that are not delinquent and which are not, individually or in the aggregate, material to the business of the Company;
- (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property which are not, individually or in the aggregate, material to the business of the Company; or
- (iv) other than with respect to owned Real Property, liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business consistent with past practices which are not, individually or in the aggregate, material to the business of the Company.

(b) **Section 4.09(b)** of the Disclosure Schedules lists (i) the street address of each parcel of Real Property; (ii) if such property is leased or subleased by the Company, the landlord under the lease, the rental amount currently being paid, and the expiration of the term of such lease or sublease for each leased or subleased property; and (iii) the current use of such property. With respect to owned Real Property, the Company has delivered or made available to Buyer true, complete and correct copies of the deeds and other instruments (as recorded) by which the Company acquired such Real Property, and copies of all title insurance policies, opinions, abstracts and surveys in the possession of the Company and relating to the Real Property. With respect to leased Real Property, the Company has delivered or made available to Buyer true, complete and correct copies of any leases affecting the Real Property. The Company is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to the possession, lease, occupancy or enjoyment of any leased Real Property. To the Company's Knowledge, the use and operation of the Real Property in the conduct of the Company's business do not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement. No material improvements constituting a part of the Real Property encroach on real property owned or leased by a Person other than the Company. There are no Actions pending nor, to the Company's Knowledge, threatened against or affecting the Real Property or any portion thereof or interest therein in the nature or in lieu of condemnation or eminent domain proceedings.

Section 4.10 Condition And Sufficiency of Assets. Except as set forth in **Section 4.10** of the Disclosure Schedules, the buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of the Company are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property currently owned or leased by the Company, together with all other

properties and assets of the Company, are sufficient for the continued conduct of the Company's business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of the Company as currently conducted.

Section 4.11 Intellectual Property.

(a) The Company does not have any registered copyrights, patents or trademarks and has not filed any copyright, patent or trademark applications. **Section 4.11(a)** of the Disclosure Schedules identifies each item of Intellectual Property that is owned by the Company or possessed and used by the Company under any contract, all of which contracts are completely and accurately listed on **Section 4.11(a)** of the Disclosure Schedules (except for click-through, end-user shrink-wrap licenses for generally commercially available software). The Company is licensed to use or owns good, marketable and indefeasible legal and beneficial title to all of the Intellectual Property necessary for the operation of the Company. The Company is not infringing upon, and the Company has not misappropriated, any third Person's Intellectual Property.

(b) There is neither pending, nor to the Company's Knowledge, threatened, any Action against the Company contesting the validity or right of the Company to use any of the Intellectual Property, and the Company has not received any notice of infringement upon or conflict with any asserted right of others nor, to the Company's Knowledge, is there a basis for such a notice. To the Company's Knowledge, no Person is infringing or has misappropriated the Company's rights to its Intellectual Property.

(c) The Company has no obligation to compensate others for the use of any Intellectual Property. Except for licenses incident to sales of its products and services in the ordinary course of business, the Company has not granted any license or other right to use, in any manner, any of the Intellectual Property, whether or not requiring the payment of royalties.

(d) All computer software used by the Company is owned or licensed by the Company, and, if licensed, includes an unlimited number of users or an authorized number which is sufficient for the operation of the Company and operations not less than the number of users currently using such software.

Section 4.12 Inventory. All inventory of the Company included in the WC Current Assets, whether or not reflected in the Balance Sheet, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for the Pre-Closing Inactive Inventory and the Qualified Scrap Inventory, and obsolete, damaged, defective or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established. All such inventory is owned by the Company free and clear of all Encumbrances other than Permitted Encumbrances and the Encumbrances set forth in **Section 4.12** of the Disclosure Schedules, and no inventory is held on a consignment basis. Except for the Pre-Closing Inactive Inventory and the Qualified Scrap Inventory, the quantities of each item of inventory (whether raw materials, work-in-process or finished goods) are maintained

consistent with past practices, and, to the Company's Knowledge, are reasonable in the present circumstances of the Company.

Section 4.13 Accounts Receivable. The accounts receivable reflected on the Interim Balance Sheet and the accounts receivable arising after the date thereof (a) have arisen from bona fide transactions entered into by the Company involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; and (b) constitute only valid, undisputed claims of the Company not subject to claims of set-off or other defenses or counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice.

Section 4.14 Customers and Suppliers.

(a) **Section 4.14(a)** of the Disclosure Schedules sets forth (i) each customer who has paid aggregate consideration to the Company for goods or services rendered in an amount greater than or equal to \$1,000.00 for each of the two (2) most recent fiscal years (collectively, the "**Material Customers**"); and (ii) the amount of consideration paid by each Material Customer during such periods. The Company has not received any notice, and has no reason to believe, that any of its Material Customers has ceased, or intends to cease after the Closing, to use its goods or services or to otherwise terminate or materially reduce its relationship with the Company.

(b) **Section 4.14(b)** of the Disclosure Schedules sets forth (i) each supplier to whom the Company has paid consideration for goods or services rendered in an amount greater than or equal to \$1,000.00 for each of the two (2) most recent fiscal years (collectively, the "**Material Suppliers**"); and (ii) the amount of purchases from each Material Supplier during such periods. The Company not received any notice, and has no reason to believe, that any of its Material Suppliers has ceased, or intends to cease, to supply goods or services to the Company or to otherwise terminate or materially reduce its relationship with the Company.

Section 4.15 Insurance. **Section 4.15** of the Disclosure Schedules sets forth a true and complete list of all current policies or binders of fire, liability, product liability, umbrella liability, real and personal property, workers' compensation, vehicular, directors' and officers' liability, fiduciary liability and other casualty and property insurance maintained by the Company and relating to the assets, business, operations, employees, officers and directors of the Company (collectively, the "**Insurance Policies**") and true and complete copies of such Insurance Policies have been made available to Buyer. Such Insurance Policies are in full force and effect and shall remain in full force and effect following the consummation of the transactions contemplated by this Agreement. The Company has not received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have either been paid or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of each Insurance Policy. The Insurance Policies do not provide for any retrospective premium adjustment or other experience-based liability on the part of the Company. All such Insurance Policies (a) are valid and binding in accordance with their terms; (b) are provided

by carriers who are financially solvent; and (c) have not been subject to any lapse in coverage. There are no claims related to the business of the Company pending under any such Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. The Company is not in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Insurance Policy. The Insurance Policies are of the type and in the amounts customarily carried by Persons conducting a business similar to the Company and are sufficient for compliance with all applicable Laws and Contracts to which the Company is a party or by which it is bound.

Section 4.16 Legal Proceedings; Governmental Orders.

(a) Except as set forth in **Section 4.16(a)** of the Disclosure Schedules, there are no Actions pending or, to the Company's Knowledge, threatened (a) against or by the Company affecting any of its properties, assets or Contracts (or by or against any Seller and relating to the Company or the Shares); or (b) against or by the Company or Sellers that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. To the Company's Knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) Except as set forth in **Section 4.16(b)** of the Disclosure Schedules, there are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting the Company or any of its properties, assets or Contracts. The Company is in material compliance with the terms of each Governmental Order set forth in **Section 4.16(b)** of the Disclosure Schedules. No event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any such Governmental Order.

Section 4.17 Compliance With Laws; Permits.

(a) The Company has complied, and is now complying, with all Laws applicable to it or its business, properties, assets or Contracts, except for such failures to comply that, individually or in the aggregate, would not reasonable be expected to have a Material Adverse Effect.

(b) All Permits required for the Company to conduct its business have been obtained by it and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. **Section 4.17(b)** of the Disclosure Schedules lists all current Permits issued to the Company, including the names of the Permits and their respective dates of issuance and expiration. To the Company's Knowledge, no event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit set forth in **Section 4.17(b)** of the Disclosure Schedules and that would reasonably be expected to result in a Material Adverse Effect to the Company.

Section 4.18 Environmental Matters.

(a) The Company is currently and has been since January 1, 2010, in material compliance with all Environmental Laws and has not received from any Person any: (i) Environmental Notice or Environmental Claim; or (ii) written request for information pursuant to Environmental Law, which, in each case, either remains pending or unresolved, or is the source of ongoing obligations or requirements as of the Closing Date.

(b) Except as set forth in **Section 4.18(b)** of the Disclosure Schedules, the Company has obtained and is in material compliance with all Environmental Permits (each of which is disclosed in **Section 4.18(b)** of the Disclosure Schedules) necessary for the ownership, lease, operation or use of the business or assets of the Company and all such Environmental Permits are in full force and effect and shall be maintained in full force and effect by the Company through the Closing Date in accordance with Environmental Law, and the Company is not aware of any condition, event or circumstance that might prevent or impede, after the Closing Date, the ownership, lease, operation or use of the business or assets of the Company as currently carried out. With respect to any such Environmental Permits, the Company will cooperate with Buyer to facilitate transferability of the same, and the Company is not aware of any condition, event or circumstance that might prevent or impede the transferability of the same, nor has the Company received any Environmental Notice or written communication regarding any material adverse change in the status or terms and conditions of the same.

(c) No real property currently or, to the Knowledge of the Company, formerly, owned, operated or leased by the Company is listed on, or has been proposed for listing on, the National Priorities List (or CERCLIS) under CERCLA, or any similar state list.

(d) There has been no Release of Hazardous Materials by the Company or any of its contractors or agents in contravention of Environmental Law with respect to the business or assets of the Company or any real property currently owned, operated or leased by the Company. There has been no Release by the Company or any of its contractors or agents of Hazardous Materials in contravention of Environmental Law during the Company's period of ownership, operation or lease with respect to any real property formerly owned, operated or leased by the Company. The Company has not received an Environmental Notice that any real property currently or formerly owned, operated or leased in connection with the business of the Company (including soils, groundwater, surface water, buildings and other structure located on any such real property) has been contaminated with any Hazardous Material which would reasonably be expected to result in an Environmental Claim against, or a violation of Environmental Law or term of any Environmental Permit by, the Company.

(e) **Section 4.18(e)** of the Disclosure Schedules contains a complete and accurate list, to the Company's Knowledge, of all active or abandoned aboveground storage tanks owned or operated by the Company. To the Company's Knowledge, there are no active or abandoned underground storage tanks owned or operated by the Company.

(f) To the Company's Knowledge, there are no off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by the Company and any predecessors as to which the Company may retain liability;

(f) The Company has not received any Environmental Notice regarding potential liabilities with respect to off-site Hazardous Materials treatment, storage, or disposal facilities or locations used by the Company.

(g) The Company has not retained or assumed, by contract or operation of Law, any liabilities or obligations of third parties under Environmental Law.

(h) The Company has provided or otherwise made available to Buyer and listed in **Section 4.18(h)** of the Disclosure Schedules: (i) any and all environmental reports, studies, audits, records, sampling data, site assessments, risk assessments, economic models and other similar documents with respect to the business or assets of the Company on any Company owned, operated or leased real property which are in the possession or control of the Company related to compliance with Environmental Laws, Environmental Claims or an Environmental Notice or the Release of Hazardous Materials; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including costs of remediation, pollution control equipment and operational changes).

(i) The Company is not aware of or reasonably anticipates, as of the Closing Date, any condition, event or circumstance concerning the Release by the Company of Hazardous Materials that might, after the Closing Date, prevent, impede or materially increase the costs associated with the ownership, lease, operation, performance or use of the business or assets of the Company as currently carried out.

(j) The Company owns and controls all Environmental Attributes (a complete and accurate list of which is set forth in **Section 4.18(j)** of the Disclosure Schedules) and has not entered into any contract or pledge to transfer, lease, license, guarantee, sell, mortgage, pledge or otherwise dispose of or encumber any Environmental Attributes as of the date hereof. The Company is not aware of any condition, event or circumstance that might prevent, impede or materially increase the costs associated with the transfer (if required) to Buyer of any Environmental Attributes after the Closing Date.

Section 4.19 Employee Benefit Matters.

(a) **Section 4.19(a)** of the Disclosure Schedules contains a true and complete list of each pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, stock or stock-based, change in control, retention, severance, vacation, paid time off, welfare, fringe-benefit and other similar agreement, plan, policy, program or arrangement (and any amendments thereto), in each case whether or not reduced to writing and whether funded or unfunded, including each “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not tax-qualified and whether or not subject to ERISA, which is or has been maintained, sponsored, contributed to, or required to be contributed to by the Company for the benefit of any current or former employee, officer, director, retiree, independent contractor or consultant of the Company or any spouse or dependent of such individual, or under which the Company or any of its ERISA Affiliates

has or may have any Liability, or with respect to which Buyer or any of its Affiliates would reasonably be expected to have any Liability, contingent or otherwise (as listed on **Section 4.19(a)** of the Disclosure Schedules, each, a “**Benefit Plan**”). The Company has separately identified in **Section 4.19(a)** of the Disclosure Schedules (i) each Benefit Plan that contains a change in control provision and (ii) each Benefit Plan that is maintained, sponsored, contributed to, or required to be contributed to by the Company primarily for the benefit of employees outside of the United States (a “**Non-U.S. Benefit Plan**”).

(b) With respect to each Benefit Plan, the Company has made available to Buyer accurate, current and complete copies of each of the following: (i) where the Benefit Plan has been reduced to writing, the plan document together with all amendments; (ii) where the Benefit Plan has not been reduced to writing, a written summary of all material plan terms; (iii) where applicable, copies of any trust agreements or other funding arrangements, custodial agreements, insurance policies and contracts, administration agreements and similar agreements, and investment management or investment advisory agreements, now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise; (iv) copies of any summary plan descriptions, summaries of material modifications, employee handbooks and any other written communications (or a description of any oral communications) relating to any Benefit Plan; (v) in the case of any Benefit Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the Internal Revenue Service; (vi) in the case of any Benefit Plan for which a Form 5500 is required to be filed, a copy of the two most recently filed Form 5500, with schedules and financial statements attached; (vii) actuarial valuations and reports related to any Benefit Plans with respect to the two most recently completed plan years; (viii) the most recent nondiscrimination tests performed under the Code; and (ix) copies of material notices, letters or other correspondence from the Internal Revenue Service, Department of Labor, Pension Benefit Guaranty Corporation or other Governmental Authority relating to the Benefit Plan.

(c) Except as set forth in **Section 4.19(c)** of the Disclosure Schedules, each Benefit Plan and related trust (other than any multiemployer plan within the meaning of Section 3(37) of ERISA (each a “**Multiemployer Plan**”)) has been established, administered and maintained in accordance with its terms and in compliance with all applicable Laws (including ERISA, the Code and any applicable local Laws). Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code (a “**Qualified Benefit Plan**”) is so qualified and has received a favorable and current determination letter from the Internal Revenue Service, or with respect to a prototype plan, can rely on an opinion letter from the Internal Revenue Service to the prototype plan sponsor, to the effect that such Qualified Benefit Plan is so qualified and that the plan and the trust related thereto are exempt from federal income taxes under Sections 401(a) and 501(a), respectively, of the Code, and nothing has occurred that would reasonably be expected to adversely affect the qualified status of any Qualified Benefit Plan. Nothing has occurred with respect to any Benefit Plan that has subjected or would reasonably be expected to subject the Company or any of its ERISA Affiliates or, with respect to any period on or after the Closing Date, Buyer or any of its Affiliates, to a penalty under Section 502 of ERISA or to tax or penalty

under Section 4975 of the Code. Except as set forth in **Section 4.19(c)** of the Disclosure Schedules, all benefits, contributions and premiums relating to each Benefit Plan have been timely paid in accordance with the terms of such Benefit Plan and all applicable Laws and accounting principles, and all benefits accrued under any unfunded Benefit Plan have been paid, accrued or otherwise adequately reserved to the extent required by, and in accordance with, GAAP.

(d) Neither the Company nor any of its ERISA Affiliates has (i) incurred or reasonably expects to incur, either directly or indirectly, any material Liability under Title I or Title IV of ERISA or related provisions of the Code or applicable local Law relating to employee benefit plans; (ii) failed to timely pay premiums to the Pension Benefit Guaranty Corporation; (iii) withdrawn from any Benefit Plan; or (iv) engaged in any transaction which would give rise to liability under Section 4069 or Section 4212(c) of ERISA.

(e) With respect to each Benefit Plan (i) no such plan is a Multiemployer Plan; (ii) no such plan is a “multiple employer plan” within the meaning of Section 413(c) of the Code or a “multiple employer welfare arrangement” (as defined in Section 3(40) of ERISA); (iii) no Action has been initiated by the Pension Benefit Guaranty Corporation to terminate any such plan or to appoint a trustee for any such plan; (iv) no such plan is subject to the minimum funding standards of Section 412 of the Code or Title IV of ERISA, and none of the assets of the Company or any ERISA Affiliate is, or may reasonably be expected to become, the subject of any lien arising under Section 302 of ERISA or Section 412(a) of the Code, and no plan listed in **Section 4.19(e)** of the Disclosure Schedules has failed to satisfy the minimum funding standards of Section 302 of ERISA or Section 412 of the Code; and (v) no “reportable event,” as defined in Section 4043 of ERISA, has occurred with respect to any such plan.

(f) Each Benefit Plan can be amended, terminated or otherwise discontinued after the Closing in accordance with its terms, without liability to Buyer, the Company or any of their Affiliates. The Company has no commitment or obligation and has not made any representations to any employee, officer, director, independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or terminate any Benefit Plan or any collective bargaining agreement, in connection with the consummation of the transactions contemplated by this Agreement or otherwise.

(g) Other than as required under Section 601 et. seq. of ERISA or other applicable Law, no Benefit Plan provides post-termination or retiree welfare benefits to any individual for any reason, and neither the Company nor any of its ERISA Affiliates has any Liability to provide post-termination or retiree welfare benefits to any individual or ever represented, promised or contracted to any individual that such individual would be provided with post-termination or retiree welfare benefits.

(h) There is no pending or, to the Company’s Knowledge, threatened Action relating to a Benefit Plan (other than routine claims for benefits), and no Benefit Plan has within the three (3) years prior to the date hereof been the subject of an examination or audit by a Governmental Authority or the subject of an application or filing under or is a

participant in, an amnesty, voluntary compliance, self-correction or similar program sponsored by any Governmental Authority.

(i) There has been no amendment or commitment to, announcement by the Company or any of their Affiliates relating to, or change in employee participation or coverage under, any Benefit Plan or collective bargaining agreement that would increase the annual expense of maintaining such plan above the level of the expense incurred for the most recently completed fiscal year with respect to any director, officer, employee, independent contractor or consultant, as applicable. Neither the Company nor any of its Affiliates has any commitment or obligation or has made any representations to any director, officer, employee, independent contractor or consultant, whether or not legally binding, to adopt, amend, modify or terminate any Benefit Plan or any collective bargaining agreement.

(j) Each Benefit Plan that is subject to Section 409A of the Code has been administered in compliance with its terms and the operational and documentary requirements of Section 409A of the Code and all applicable regulatory guidance (including notices, rulings and proposed and final regulations) thereunder. The Company does not have any obligation to gross up, indemnify or otherwise reimburse any individual for any excise taxes, interest or penalties incurred pursuant to Section 409A of the Code.

(k) Each individual who is classified by the Company as an independent contractor has been properly classified for purposes of participation and benefit accrual under each Benefit Plan.

(l) Neither the execution of this Agreement nor any of the transactions contemplated by this Agreement will (either alone or upon the occurrence of any additional or subsequent events): (i) entitle any current or former director, officer, employee, independent contractor or consultant of the Company to severance pay or any other payment; (ii) accelerate the time of payment, funding or vesting, or increase the amount of compensation due to any such individual; (iii) limit or restrict the right of the Company to merge, amend or terminate any Benefit Plan; (iv) increase the amount payable under or result in any other material obligation pursuant to any Benefit Plan; (v) result in “excess parachute payments” within the meaning of Section 280G(b) of the Code; or (vi) require a “gross-up” or other payment to any “disqualified individual” within the meaning of Section 280G(c) of the Code.

Section 4.20 Employment Matters.

(a) **Section 4.20(a)** of the Disclosure Schedules contains a list of all Persons who are employees, independent contractors or consultants of the Company as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) current annual base compensation rate; (v) commission, bonus or other incentive-based compensation; and (vi) a description of the fringe benefits provided to each such individual as of the date hereof. Except as set forth in **Section 4.20(a)** of the Disclosure Schedules, as of the date

hereof, all compensation, including wages, commissions and bonuses, payable to all employees, independent contractors or consultants of the Company for services performed on or prior to the date hereof have been paid in full (or accrued in full on the balance sheet contained in the Closing Working Capital Statement) and there are no outstanding agreements, understandings or commitments of the Company with respect to any compensation, commissions or bonuses.

(b) Except as set forth in **Section 4.20(b)** of the Disclosure Schedules, the Company is not, and has not been for the past five (5) years, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, “**Union**”), and there is not, and has not been for the past five (5) years, any Union representing or purporting to represent any employee of the Company, and, to the Company’s Knowledge, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining. Except as set forth in **Section 4.20(b)** of the Disclosure Schedules, there has never been, nor has there been any threat of, any strike, slowdown, work stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting the Company or any of its employees. The Company has no duty to bargain with any Union.

(c) The Company is and has been in material compliance with the terms of the collective bargaining agreements and other Contracts listed on **Section 4.20(b)** of the Disclosure Schedules and all applicable Laws pertaining to employment and employment practices, including all Laws relating to labor relations, equal employment opportunities, fair employment practices, employment discrimination, harassment, retaliation, reasonable accommodation, disability rights or benefits, immigration, wages, hours, overtime compensation, child labor, hiring, promotion and termination of employees, working conditions, meal and break periods, privacy, health and safety, workers’ compensation, leaves of absence and unemployment insurance. All individuals characterized and treated by the Company as independent contractors or consultants are properly treated as independent contractors under all applicable Laws. All employees of the Company classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws are properly classified. Except as set forth in **Section 4.20(c)**, there are no Actions against the Company pending, or to the Company’s Knowledge, threatened to be brought or filed, by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, consultant, volunteer, intern or independent contractor of the Company, including any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wage and hours or any other employment related matter arising under applicable Laws.

(d) With respect to each Government Contract, the Company is and has been in compliance with Executive Order No. 11246 of 1965 (“E.O. 11246”), Section 503 of the Rehabilitation Act of 1973 (“Section 503”) and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974 (“VEVRAA”), including all implementing regulations. The Company maintains and complies with affirmative action plans in compliance with E.O. 11246, Section 503 and VEVRAA, including all implementing regulations. The Company is not, and has not been for the past six (6) years, the subject of any audit, investigation or

enforcement action by any Governmental Authority in connection with any Government Contract or related compliance with E.O. 11246, Section 503 and VEVRAA. The Company has not been debarred, suspended or otherwise made ineligible from doing business with the United States government or any government contractor.

Section 4.21 Taxes. Except as set forth in **Section 4.21** of the Disclosure Schedules:

(a) All Tax Returns required to be filed on or before the Closing Date by the Company have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All Taxes due and owing by the Company (whether or not shown on any Tax Return) have been, or will be, timely paid.

(b) The Company has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law.

(c) No claim has been made by any taxing authority in any jurisdiction where the Company does not file Tax Returns that it is, or may be, subject to Tax by that jurisdiction.

(d) No extensions or waivers (which are currently in effect) of statutes of limitations have been given or requested with respect to any Taxes of the Company.

(e) The amount of the Company's Liability for unpaid Taxes for all periods ending on or before the Interim Balance Sheet Date does not, in the aggregate, exceed the amount of accruals for Taxes (excluding accruals for deferred Taxes) reflected on the Interim Balance Sheet. The amount of the Company's Liability for unpaid Taxes for all periods following the Interim Balance Sheet Date shall not, in the aggregate, exceed the amount of accruals for Taxes (excluding accruals for deferred Taxes) as adjusted for the passage of time in accordance with the past custom and practice of the Company (and which accruals shall not exceed comparable amounts incurred in similar periods in prior years).

(f) **Section 4.21(f)** of the Disclosure Schedules sets forth:

(i) the taxable years of the Company as to which the applicable statutes of limitations on the assessment and collection of Taxes have not expired;

(ii) those years for which examinations by the taxing authorities with respect to Taxes of the Company have been completed; and

(iii) those taxable years for which examinations by taxing authorities with respect to Taxes of the Company are presently being conducted.

(g) All deficiencies asserted, or assessments made, against the Company with respect to Taxes as a result of any examinations by any taxing authority have been fully paid.

(h) The Company is not a party to any pending Action by any taxing authority. There are no pending or threatened Actions by any taxing authority with respect to Taxes of the Company.

(i) Seller Parties have delivered to Buyer copies of all federal, state, local and foreign income, franchise and similar Tax Returns of the Company, examination reports with respect to Taxes of the Company, and statements of Tax deficiencies assessed against, or agreed to by, the Company for all Tax periods ending after October 31, 2010.

(j) There are no Encumbrances for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Company.

(k) The Company is not a party to, or bound by, any Tax indemnity, Tax sharing or Tax allocation agreement, other than any Material Contract with incidental tax provisions (such as loan agreements, leases, and the like), which, individually does not create, and/or in the aggregate do not create, any material Liability to the Company.

(l) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to the Company.

(m) The Company has not been a member of an affiliated, combined, consolidated or unitary Tax group for Tax purposes. The Company has no Liability for Taxes of any Person (other than the Company) under Treasury Regulations Section 1.1502-6 (or any corresponding provision of state, local or foreign Law), as transferee or successor, by contract or otherwise, other than any Material Contracts with incidental tax provisions (such as loan agreements, leases, and the like), which, individually does not create, and/or in the aggregate do not create, any material Liability to the Company.

(n) The Company will not be required to include any item of income attributable to a Pre-Closing Tax Period in, or exclude any item or deduction attributable to a Pre-Closing Tax Period from, taxable income for any Tax Period or portion thereof ending after the Closing Date as a result of:

(i) any change in a method of accounting under Section 481 of the Code (or any comparable provision of state, local or foreign Tax Laws), or use of an improper method of accounting, for a Tax Period ending on or prior to the Closing Date;

(ii) an installment sale or open transaction occurring on or prior to the Closing Date;

(iii) a prepaid amount received on or before the Closing Date;

(iv) any closing agreement under Section 7121 of the Code, or similar provision of state, local or foreign Law executed on or before the Closing Date; or

(v) any election under Section 108(i) of the Code.

(o) None of the Seller Parties is a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2. The Company is not, nor has it been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Code) during the applicable period specified in Section 897(c)(1)(a) of the Code.

(p) The Company has not been a “distributing corporation” or a “controlled corporation” in connection with a distribution described in Section 355 of the Code.

(q) The Company is not, and has not been, a party to, or a promoter of, a “reportable transaction” within the meaning of Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

(r) There is currently no limitation on the utilization of net operating losses, capital losses, built-in losses, tax credits or similar items of the Company under Sections 269, 382, 383, 384 or 1502 of the Code and the Treasury Regulations thereunder (and comparable provisions of state, local or foreign Law).

(s) **Section 4.21(s)** of the Disclosure Schedules sets forth all jurisdictions outside the United States in which the Company is subject to Tax, is engaged in business or has a permanent establishment. The Company has not entered into a gain recognition agreement pursuant to Treasury Regulations Section 1.367(a)-8. The Company has not transferred an intangible the transfer of which would be subject to the rules of Section 367(d) of the Code.

(t) No property owned by the Company is (i) required to be treated as being owned by another Person pursuant to the so-called “safe harbor lease” provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954, as amended, (ii) subject to Section 168(g)(1)(A) of the Code, or (iii) subject to a disqualified leaseback or long-term agreement as defined in Section 467 of the Code.

Section 4.22 Books and Records. The minute books and stock record books of the Company, all of which have been made available to Buyer, are complete and correct and have been maintained in accordance with sound business practices. The minute books of the Company contain accurate and complete records of all meetings, and actions taken by written consent of, the stockholders, the board of directors and any committees of the board of directors of the Company, and no meeting, or action taken by written consent, of any such stockholders, board of directors or committee has been held for which minutes have not been prepared and are not contained in such minute books. At the Closing, all of those books and records will be in the possession of the Company.

Section 4.23 Brokers. No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions

contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of the Seller Parties.

Section 4.24 Tax Abatement Agreement. The Company is, and at all times has been, in material compliance with all of the terms and conditions of the Tax Abatement Agreement. The Company is not in breach of, or default under, the terms and conditions of the Tax Abatement Agreement. The Company is not subject to any imposition of liability, retroactive tax assessments or other financial damages or penalties under the Tax Abatement Agreement. A termination of the Tax Abatement Agreement would not result in any liability to the Company, and nor would the Company sustain any Losses in connection with any such termination; except, and limited, to the extent that the Company avails itself of any of the benefits afforded to the Company under the Tax Abatement Agreement after the Closing. The Sellers acknowledge that the Buyer will use commercially reasonable efforts cause the Company to terminate the Tax Abatement Agreement within ninety days after the Closing in accordance with the provisions of Section 6.8 hereof.

Section 4.25 Product Liability and Warranties.

(a) Except as set forth in **Section 4.25(a)** of the Disclosure Schedules, since November 1, 2009, the Company has not incurred any Losses as a result of any defect or other deficiency (whether of design, materials, workmanship, labeling, instructions, or otherwise) with respect to any product designed, manufactured, sold, leased, licensed, or delivered, or any service provided by the Company, whether such Losses are incurred by reason of any express or implied warranty (including any warranty of merchantability or fitness), any doctrine of common law (tort, contract, or other), any other Law, or otherwise. No Governmental Authority has alleged that any product designed, manufactured, sold, leased, licensed, or delivered by the Company is defective or unsafe or fails to meet any product warranty or any standards promulgated by any such Governmental Authority. No product designed, manufactured, sold, leased, licensed, or delivered by the Company has been recalled, and the Company has not received any notice of recall (written or oral) of any such product from any Governmental Authority. No event has occurred or circumstance exists that (with or without notice or lapse of time) could result in any such liability or recall.

(b) Except as set forth in **Section 4.25(b)** of the Disclosure Schedules, the Company has not given to any Person any product or service guaranty or warranty, right of return, or other indemnity relating to the products manufactured, sold, leased, licensed, or delivered, or services performed, by the Company.

Section 4.26 Full Disclosure. To the Company's Knowledge, no representation or warranty by any of the Seller Parties in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Disclosure Schedules, Buyer represents and warrants to each of the Sellers that the statements contained in this **Article IV** are true and correct on and as of the Closing Date.

Section 5.01 Organization and Authority of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has full limited liability company power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Sellers and the Company) this Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms. When each other Transaction Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Transaction Document will constitute a legal and binding obligation of Buyer enforceable against it in accordance with its terms.

Section 5.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the certificate of formation, limited liability company agreement or other organizational documents of Buyer; (b) conflict with or result in a violation or breach of any provision of any Law or Governmental Order applicable to Buyer; or (c) except as set forth in **Section 5.02** of the Disclosure Schedules, require the consent, notice or other action by any Person under any Contract to which Buyer is a party. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby.

Section 5.03 Investment Purpose. Buyer is acquiring the Shares solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Shares are not registered under the Securities Act of 1933, as amended, or any state securities laws, and that the Shares may not be transferred or sold except pursuant to the registration provisions of the Securities Act of 1933, as amended or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

Section 5.04 Brokers. Except for Accelerator Group LLC, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 5.05 Legal Proceedings. There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer or any Affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise or serve as a basis for any such Action.

Section 5.06 Sufficiency of Funds. Buyer, directly or through one or more of its Affiliates, has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Closing Purchase Price and the Escrowed Purchase Price, and to consummate the transactions contemplated by this Agreement.

Section 5.07 Non-Reliance, No Other Representations. Buyer is knowledgeable in the subject matter of the Company's business and Buyer has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Company based solely upon the information provided to Buyer by the Company, and acknowledges that, as of the date hereof, to Buyer's knowledge, it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Sellers and the Company for such purpose. Except for the specific representations and warranties expressly made by each Seller and the Company in this Agreement and/or in the Transaction Documents, Buyer specifically disclaims that it is relying upon or has relied upon any other representation or warranties that may have been made by any Seller, the Company, or any other Person and Buyer acknowledges and agrees that Sellers and the Company have specifically disclaimed and do hereby specifically disclaim any such other representation or warranty not specifically set forth in this Agreement and/or any of the Transaction Documents.

ARTICLE VI COVENANTS

Section 6.01 Confidentiality. From and after the Closing, each Seller shall, and shall cause its Affiliates (including, without limitation, Taylor) to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Company, except to the extent that a Seller can show that such information (a) is generally available to and known by the public through no fault of such Seller, any of its Affiliates or their respective Representatives; or (b) is lawfully acquired by such Seller, any of its Affiliates or their respective Representatives from and after the Closing from sources which such Seller is not aware are prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If a Seller, any of its Affiliates or their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, such Seller shall promptly notify Buyer in writing and shall disclose

only that portion of such information which such Seller is advised by its counsel is legally required to be disclosed, *provided that* such Seller shall use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information. Buyer hereby acknowledges that its sole remedy for breach or any threatened breach of this **Section 6.01** by any Other Shareholder shall be equitable relief and Buyer hereby waives any right to receive or recover monetary damages attributable to any such breach; provided, however that Buyer shall have the right to recover from the Other Shareholders Buyer's fees, costs and expenses (including, without limitation, reasonable attorneys fees) incurred as a result of a breach or threatened breach of this **Section 6.01**, and, accordingly, such waiver shall not extend this right of monetary recovery. Notwithstanding anything herein to the contrary, nothing here in shall be deemed to be a waiver of, or in any way limit, the right of Buyer (or the Company) to pursue any available right or remedy against the Other Shareholders (including, without limitation, any available monetary remedy) as a result of the Other Shareholders' violation of any common law rights of the Buyer (or the Company) with respect to confidential, proprietary information and trade secrets.

Section 6.02 Non-Competition; Non-Solicitation; Non-Interference.

(a) **Non-Competition.** For a period of three (3) years commencing on the Closing Date (the "**Restricted Period**"), Taylor Business Enterprises, Inc., Corey Campbell and/or Kevin (Doc) Holladay shall not, and shall not permit any of their respective Affiliates (including, without limitation, Taylor) to, directly or indirectly, own more than 2% of any class of securities of any Person engaged in the business of the Company as conducted at any time on or prior to the Closing Date; provided, however, that the foregoing shall not apply to any passive investment in any class of securities made by any Other Shareholder in any publicly traded entity, so long as such investment does not exceed 10% of the outstanding voting securities of such entity.

(b) **Non-Solicitation.** During the Restricted Period, the Sellers shall not, and shall not permit any of their respective Affiliates (including, without limitation, Taylor) to, directly or indirectly, hire or retain, or solicit the employment or retention of, any employee or exclusive independent contractor of the Company or take any action to induce any such employee, exclusive independent contractor or any consultant of the Company to leave their employment or retention by the Company, except pursuant to a general solicitation for employment which is not directed specifically to any such employees, exclusive independent contractors or consultants; *provided, that* nothing in this **Section 6.02(b)** shall prevent Sellers or any of their respective Affiliates from hiring (i) any employee, exclusive independent contractor or consultant whose employment or retention has been terminated by the Company or Buyer, or (ii) any employee whose employment by the Company has been terminated by the employee or whose retention has been terminated by the exclusive independent contractor or consultant, so long as such employee was not induced to leave such employment, or such exclusive independent contractor or consultant was not induced to terminate such retention as a result of any action taken by such Seller.

(c) **Non-Interference.** During the Restricted Period, the Sellers shall not, and shall not permit any of their respective Affiliates (including, without limitation, Taylor) to,

directly or indirectly, solicit or entice any current suppliers, clients or current customers of the Company to divert their business or services from the Company, or to cease or reduce their business or services with the Company; provided, that, the Other Shareholders will not be prohibited from soliciting or enticing clients or customers of the Company from directing new business to any Person at which such Other Shareholder is employed.

(d) Sellers acknowledge that a breach or threatened breach of this **Section 6.02** would give rise to irreparable harm to Buyer, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Sellers of any such obligations, Buyer shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach and except as set forth below, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond). Buyer hereby acknowledges that its sole remedy for breach or any threatened breach of this **Section 6.02** by any Other Shareholders shall be equitable relief and Buyer hereby waives any right to receive or recover monetary damages attributable to any such breach; provided, however that Buyer shall have the right to recover from the Other Shareholders Buyer's fees, costs and expenses (including, without limitation, reasonable attorney's fees) incurred as a result of a breach or threatened breach of this **Section 6.02**, and, accordingly, such waiver shall not extend this right of monetary recovery.

(e) Sellers acknowledge that the restrictions contained in this **Section 6.02** are reasonable and necessary to protect the legitimate interests of Buyer and constitute a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this **Section 6.02** should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law. The covenants contained in this **Section 6.02** and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 6.03 Public Announcements. Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the Major Shareholders or the Buyer, as the case may be (which consent shall not be unreasonably withheld or delayed), and the Major Shareholders and Buyer shall cooperate as to the timing and contents of any such announcement.

Section 6.04 Further Assurances. Following the Closing, each of the Parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 6.05 No Intermediary Transaction. Buyer shall not take any action with respect to the Company subsequent to the Closing that would cause the transactions contemplated by this Agreement to constitute part of a transaction that is the same as, or substantially similar to, an “Intermediary Transaction” as described in Internal Revenue Service Notice 2008-20.

Section 6.06 Books and Records.

(a) In order to facilitate the resolution of any claims made against or incurred by the Major Shareholders prior to the Closing, or for any other reasonable purpose, for a period of six (6) years after the Closing, Buyer shall:

(i) retain the books and records (including personnel files) of the Company relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of the Company; and

(ii) upon reasonable notice, afford the Representatives of the Major Shareholders reasonable access (including the right to make, at the Major Shareholders’ expense, photocopies), during normal business hours, to such books and records; *provided, however*, that any books and records related to Tax matters shall be retained pursuant to the periods set forth in **Article VII**.

(b) In order to facilitate the resolution of any claims made by or against or incurred by Buyer or the Company after the Closing, or for any other reasonable purpose, for a period of six (6) years following the Closing, Sellers shall:

(i) retain Seller’s books and records (including personnel files) regarding the Company and its operations for periods prior to the Closing; and

(ii) upon reasonable notice, afford the Representatives of Buyer or the Company reasonable access (including the right to make, at Buyer’s expense, photocopies), during normal business hours, to such books and records;

provided, however, that any books and records related to Tax matters shall be retained pursuant to the periods set forth in **Article VII**.

(c) No Party shall be obligated to provide any other Party with access to any books or records (including personnel files) pursuant to this **Section 6.06** where such access would violate any Law.

Section 6.07 Guaranty of Notes by the Company. As a material inducement for the Major Shareholders to enter into this Agreement, and in consideration of the covenants, agreements and undertakings of the Major Shareholders under this Agreement, the Company hereby guarantees the prompt, full, and complete performance of any and all obligations and indebtedness due to the Major Shareholders by the Buyer under the terms of the First Promissory Notes and the Second Promissory Notes. The Company guarantees that Buyer will promptly pay the full amount of principal and interest of the First Promissory Notes and the Second Promissory Notes (collectively, the “Notes”) as and when the same will, in any manner, be or become due, either according to the terms and conditions provided by the Notes or upon acceleration of the payment under the Notes by reason of an event of default.

Section 6.08 Termination of Tax Abatement Agreement. The Company shall use commercially reasonable efforts to have the Tax Abatement Agreement terminated within ninety days after the Closing.

ARTICLE VII TAX MATTERS

Section 7.01 Transfer Taxes; Preparation of Tax Returns.

(a) All transfer, documentary, sales, use, stamp, registration, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents (including any real property transfer Tax and any other similar Tax) shall be borne and paid by Sellers when due. Sellers shall, at their own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

(b) The Major Shareholders shall prepare, or cause to be prepared, all Tax Returns required to be filed by the Company after the Closing Date with respect to a Pre-Closing Tax Period that ends prior to the Closing Date. Any such Tax Return shall be prepared in a manner consistent with past practice (unless otherwise required by Law) and without a change of any election or any accounting method and shall be submitted by the Major Shareholders to Buyer (together with schedules, statements and, to the extent requested by Buyer, supporting documentation) at least forty-five (45) days prior to the due date (including extensions) of such Tax Return. If Buyer objects to any item on any such Tax Return, it shall, within ten (10) days after delivery of such Tax Return, notify the Shareholders’ Representative in writing that it so objects, specifying with particularity any such item and stating the specific factual or legal basis for any such objection. If a notice of objection shall be duly delivered, the Shareholders’ Representative and Buyer shall negotiate in good faith and use their reasonable best efforts to resolve such items. If the Shareholders’ Representative and Buyer are unable to reach such agreement within ten (10) days after receipt by the Major Shareholders of such notice, the disputed items shall be resolved by the Independent Accountant and any determination by the Independent Accountant shall be final. The Independent Accountant shall resolve any disputed items within twenty (20) days of having the item referred to it pursuant to such procedures as it may require. If the Independent Accountant is unable to resolve any disputed items before

the due date for such Tax Return, the Tax Return shall be filed as prepared by the Major Shareholders and then amended to reflect the Independent Accountant's resolution. The costs, fees and expenses of the Independent Accountant shall be borne equally by the Major Shareholders and Buyer.

(c) Buyer shall prepare, or cause to be prepared, all Tax Returns other than as described in (b) above that are required to be filed by the Company after the Closing Date. Any such Tax Return that relates to a Pre-Closing Tax Period shall be prepared in a manner consistent with past practice (unless otherwise required by Law) and without a change of any election or any accounting method and shall be submitted by Buyer to the Shareholders' Representative (together with schedules, statements and, to the extent requested by the Shareholders' Representative, supporting documentation) at least forty-five (45) days prior to the due date (including extensions) of such Tax Return. If the Shareholders' Representative objects to any item on any such Tax Return, he shall, within ten (10) days after delivery of such Tax Return, notify Buyer in writing that he so objects, specifying with particularity any such item and stating the specific factual or legal basis for any such objection. If a notice of objection shall be duly delivered, the Shareholders' Representative and Buyer shall negotiate in good faith and use their reasonable best efforts to resolve such items. If the Shareholders' Representative and Buyer are unable to reach such agreement within ten (10) days after receipt by Buyer of such notice, the disputed items shall be resolved by the Independent Accountant and any determination by the Independent Accountant shall be final. The Independent Accountant shall resolve any disputed items within twenty (20) days of having the item referred to it pursuant to such procedures as it may require. If the Independent Accountant is unable to resolve any disputed items before the due date for such Tax Return, the Tax Return shall be filed as prepared by Buyer and then amended to reflect the Independent Accountant's resolution. The costs, fees and expenses of the Independent Accountant shall be borne equally by the Major Shareholders and Buyer. The preparation and filing of any Tax Return of the Company that does not relate to a Pre-Closing Tax Period shall be exclusively within the control of Buyer.

Section 7.02 Termination of Existing Tax Sharing Agreements. Any and all existing Tax sharing agreements (whether written or not) binding upon the Company shall be terminated as of the Closing Date. After such date neither the Company, Sellers nor any of Sellers' Affiliates and their respective Representatives shall have any further rights or liabilities thereunder.

Section 7.03 Proration of Taxes. In the case of Taxes that are payable with respect to a Tax Period that begins before and ends after the Closing Date (each such period, a "**Straddle Period**"), the portion of any such Taxes that are treated as Pre-Closing Taxes for purposes of this Agreement shall be:

(a) in the case of Taxes (i) based upon, or related to, income, receipts, profits, wages, capital or net worth, (ii) imposed in connection with the sale, transfer or assignment of property, or (iii) required to be withheld, deemed equal to the amount which would be payable if the taxable year ended with the Closing Date; and

(b) in the case of other Taxes, deemed to be the amount of such Taxes for the entire period multiplied by a fraction the numerator of which is the number of days in the period ending on the Closing Date and the denominator of which is the number of days in the entire period.

Section 7.04 Cooperation and Exchange of Information. Sellers and Buyer shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return pursuant to this **Article VII** or in connection with any audit or other proceeding in respect of Taxes of the Company. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings or other determinations by tax authorities. Each of Sellers and Buyer shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Company for any Tax Period beginning before the Closing Date until the expiration of the statute of limitations of the Tax Periods to which such Tax Returns and other documents relate, without regard to extensions except to the extent notified by the other party in writing of such extensions for the respective Tax periods. Prior to transferring, destroying or discarding any Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Company for any Tax Period beginning before the Closing Date, Sellers or Buyer (as the case may be) shall provide the other party with reasonable written notice and offer the other party the opportunity to take custody of such materials.

Section 7.05 Refund and Tax Benefits.

(a) Any Tax refund received by Buyer or the Company, and any credit applied to reduce otherwise required Tax payments of Buyer or the Company, including any refund or reduction in estimated tax payments (a “**Tax Benefit**”), that is received or realized after the Closing Date and that relates to the Taxes of the Company for any Pre-Closing Tax Period shall be for Sellers’ account, except to the extent the Tax Benefit is treated as an asset in the calculation of Non-WC Current Assets. The calculation of the Tax Benefit relating to any Tax Period shall take into account any corresponding increase in Taxes due for the Tax Period. For example, the Tax Benefit attributable to any reduction in state Taxes will be calculated net of any corresponding increase in federal income Tax. Any Tax Benefit for any Straddle Period shall be prorated between Sellers and Buyer in accordance with the principles of **Section 7.03**. If Buyer or the Company is a member of an affiliated group that files a consolidated or combined tax return, any Tax Benefit shall be computed with reference to the applicable consolidated or combined tax base.

(b) Any Tax Benefit realized with respect to a Pre-Closing Tax Period that is attributable to any carryback of any tax attribute arising in any Post-Closing Tax Period shall be for Buyer’s account, provided that for purposes of determining the extent to which any Tax Benefit is attributable to a carryback from a Post-Closing Tax Period, all tax items arising in all Pre-Closing Tax Periods shall be taken into account before any tax attributes carried back from any Post-Closing Tax Period. Any Tax Benefit realized with respect to a Post-Closing Tax Period which is attributable to any carryover of any tax attribute arising in any Pre-Closing Tax Period shall be for Sellers’ account, provided that for purposes of

determining the extent to which any Tax Benefit is attributable to a carryover from a Pre-Closing Tax Period, all tax items arising in all Post-Closing Tax Periods shall be taken into account before any tax attributes carried over from any Pre-Closing Tax Period.

(c) Any other provisions of this Agreement to the contrary notwithstanding, any Transaction Tax Deductions shall be treated as attributable to a Pre-Closing Tax Period, and any Tax Benefit attributable to such Transaction Tax Deductions, regardless of the Tax period in which such Tax Benefit is realized, and regardless of any accrual for such Tax Benefit, shall be for Sellers' account according to this **Section 7.05**. Except as otherwise required by applicable Law, Buyer shall prepare and file all applicable Tax Returns in a manner that maximizes the Tax Benefits available to Sellers as a result of the Transaction Tax Deductions.

Section 7.06 Inter-Period Adjustments. In calculating the amount of any Tax due from Sellers, or Tax Benefit due to Sellers, under this Agreement with respect to any adjustment to a Tax Return for a Pre-Closing Tax Period, proper accounting shall be made for any tax items arising in a Post-Closing Tax Period. For example, if Sellers are entitled to a Tax Benefit for any Pre-Closing Tax Period resulting from filing an amended Tax Return that claims increased depreciation deductions in a Pre-Closing Tax Period, any corresponding increase in Taxes due for any Post-Closing Tax Period as a result of lower depreciable basis in the Post-Closing Tax Period shall also be for Sellers' account. Conversely, if any Tax adjustment to a Tax Return for any Pre-Closing Tax Period produces a Tax Benefit for any Post-Closing Tax Period, the Tax Benefit for the Post-Closing Tax Period shall be for Sellers' account.

Section 7.07 Tax Treatment of Indemnification Payments. Any indemnification payments pursuant to this **Article VI** shall be treated as an adjustment to the Purchase Price by the parties for Tax purposes, unless otherwise required by Law.

Section 7.08 Survival. Notwithstanding anything in this Agreement to the contrary, the provisions, representations and warranties set forth in **Section 4.21** and this **Article VII** shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus 60 days.

Section 7.09 Overlap. To the extent that any obligation or responsibility pursuant to **Article IX** may overlap with an obligation or responsibility pursuant to this **Article VII**, the provisions of this **Article VII** shall govern.

ARTICLE VIII

INTENTIONALLY DELETED

ARTICLE IX

INDEMNIFICATION

Section 9.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein (other than the

Fundamental Representations and Warranties and any representations or warranties which are subject to **Article VII**) shall survive the Closing and shall remain in full force and effect until the date that is eighteen months from the Closing Date; *provided, that* the Fundamental Representations and Warranties, shall survive for the full period of all applicable statutes of limitations (giving effect to any waiver, mitigation or extension thereof) plus sixty (60) days. All covenants and agreements of the Parties contained herein shall survive the Closing indefinitely or for the period explicitly specified therein. Notwithstanding the foregoing, any claims asserted (to the extent known at such time) in writing by notice from the non-breaching Party to the breaching Party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of the relevant representation or warranty and such claims shall survive until finally resolved.

Section 9.02 Indemnification By Other Shareholders. Subject to the other terms and conditions of this **Article IX**, each Other Shareholder shall severally and not jointly indemnify and defend each of Buyer and its Affiliates (including the Company) and their respective Representatives (collectively, the “**Buyer Indemnitees**”) against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of: (a) any breach of or inaccuracy in any representation or warranty of such Other Shareholder contained in this Agreement (including, without limitation, those contained in **Article III** of this Agreement), the Transaction Documents and/or in any certificate or instrument delivered by or on behalf of such Other Shareholder pursuant to this Agreement or any of the Transaction Documents; and (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by such Other Shareholder pursuant to or under this Agreement and/or the Transaction Documents.

Section 9.03 Indemnification By Major Shareholders. Subject to the other terms and conditions of this **Article IX**, the Major Shareholders, jointly and severally, shall indemnify and defend the Buyer Indemnitees against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of such Major Shareholder contained in this Agreement (including, without limitation, those contained in **Section 2.14** and **Article III** of this Agreement), the Transaction Documents and/or in any certificate or instrument delivered by or on behalf of such Major Shareholder pursuant to this Agreement or any of the Transaction Documents, as of the date such representation or warranty was made and as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any inaccuracy in or breach of any of the representations or warranties of any of the Other Shareholders contained in this Agreement (including, without limitation,

those contained in **Article III** of this Agreement) as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(c) any inaccuracy in or breach of any of the representations or warranties of the Company contained in this Agreement (including, without limitation, those contained in **Article IV** of this Agreement, including the Fundamental Representations and Warranties), the Transaction Documents and/or in any certificate or instrument delivered by or on behalf of the Company pursuant to this Agreement, as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(d) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Company or the Major Shareholders pursuant to or under this Agreement and/or the Transaction Documents;

(e) all Taxes of the Company or relating to the business of the Company for all Pre-Closing Tax Periods;

(f) the matters disclosed in **Section 4.16(a) (Company's Legal Proceedings; Governmental Orders)** of the Disclosure Schedules; and

(g) any Third Party Claims not involving an inaccuracy or breach of any representation and warranty and arising from, relating to or involving the Company and/or the Shares prior to Closing.

Section 9.04 Indemnification By Buyer. Subject to the other terms and conditions of this **Article IX**, Buyer shall indemnify and defend each of Sellers and their respective Affiliates and their respective Representatives (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement (including, without limitation, those contained in **Article V** of this Agreement), the Transaction Document or in any certificate or instrument delivered by or on behalf of Buyer pursuant to this Agreement, as of the date such representation or warranty was made and as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement and any Transaction Documents; and/or

(c) any Third Party Claims not involving an inaccuracy or breach of any representation and warranty and arising from, relating to or involving the conduct of the Company exclusively after the Closing.

Section 9.05 Certain Limitations. The indemnification provided for in **Section 9.02, Section 9.03, and Section 9.04** shall be subject to the following limitations:

(a) Except as otherwise provided herein, the Sellers shall not be liable to the Buyer Indemnitees for indemnification under **Sections 9.02(a), 9.03(a), 9.03(b) or 9.03(c)** (other than with respect to Losses related to the Fundamental Representations and Warranties) until the aggregate amount of all Losses in respect of indemnification under **Sections 9.02(a), 9.03(a), 9.03(b) and 9.03(c)**, collectively, but excluding Losses related to the Fundamental Representations and Warranties, exceeds \$25,000 (the “**Basket**”), in which event the Sellers shall be required to pay or be liable only for the amounts in excess of the Basket. For the avoidance of doubt, Buyer shall be entitled to indemnification for and all Losses related to the Fundamental Representations and Warranties without application of the Basket and other limitations set forth in this **Section 9.05(a)**.

(b) The aggregate amount of all Losses for which the Sellers shall be liable in the aggregate pursuant to **Sections 9.02(a), 9.03(a), 9.03(b) and 9.03(c)**, with respect only to the Fundamental Representations and Warranties, or Buyer pursuant to **Section 9.04(a)**, as the case may be, shall not exceed 100% of the Purchase Price, and (ii) the aggregate amount of all Losses for which the Sellers shall be liable in the aggregate pursuant to **Section 9.02(a), Section 9.03(a), Section 9.03(b) and Section 9.03(c)** (other than with respect to the Fundamental Representations and Warranties) shall not exceed \$625,000. In no event will any Major Shareholder be liable for an aggregate amount of Losses pursuant to **Section 9.03** in an amount in excess of their Pro Rata Share of the Purchase Price received, or receivable, by such Major Shareholder (inclusive of the Escrowed Purchase Price, the First Promissory Notes and the Second Promissory Notes); *provided, that* Losses subject to indemnification under **Section 9.03(e)** of this Agreement shall not be limited to the Purchase Price. Notwithstanding anything herein to the contrary, the aggregate amount of all Losses for which any Other Shareholder shall be liable in the aggregate pursuant to **Section 9.02** to Buyer Indemnitees shall not exceed 100% of the Purchase Price received or receivable by such Other Shareholder (inclusive of the Escrowed Purchase Price). For the avoidance of doubt, there shall be no dollar limitation with respect to the Losses recoverable by Buyer pursuant to the Major Shareholders’ Pro Rata Share of the indemnification obligation set forth in **Section 9.03(e)** of this Agreement.

(c) Notwithstanding the foregoing nor anything in this Agreement to the contrary, the provisions of, and limitations set forth in, **Section 9.05(a) and Section 9.05(b)** shall not apply to Losses based upon, arising out of, with respect to or by reason of the Fraud or criminal conduct of any Party.

(d) For purposes of this **Article IX**, any inaccuracy in or breach of any representation or warranty shall be determined without regard to any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

(e) From and after the Closing, except in the event of (i) Fraud (in which case the Parties shall also be entitled to exercise all of their rights, and seek all Losses available to them, under law or in equity), and (ii) a breach of any of the covenants of Sellers (including, without limitation, those set forth in **Section 6.01** and **Section 6.02**) or Buyer, as applicable, with respect to which Buyer or a Seller, as applicable seeks to obtain the equitable remedy of specific performance or injunctive relief, the sole and exclusive remedy for any breach or failure to be true and correct, or alleged breach or failure to be true and correct, of any representation or warranty or any covenant or agreement in this Agreement, shall be indemnification in accordance with this **Article IX**.

(f) Notwithstanding anything herein to the contrary, no Indemnified Party shall be entitled to recovery for indemnification for Losses more than once under this Agreement, including by reason of such Losses having been previously recovered pursuant to this **Article IX** by any Indemnified Party in respect of the same underlying facts, events, conditions or circumstances. Any liability for indemnification hereunder shall be determined without duplication of recovery by reason of the state of facts giving rise to such liability constituting a breach of more than one representation, warranty, covenant or agreement.

(g) No Party shall be entitled to indemnification against any Losses, Liability or Indebtedness that has been included in the calculation of Closing Working Capital, the QSI Purchase Price Adjustment Amount or the Non-WC Post-Closing Adjustment if the Party entitled to any payment, credit, disbursement or other benefit as a result of such calculation shall have received such payment, credit, disbursement or other benefit. No Buyer Indemnitee Person shall be entitled to indemnification for any Losses to the extent such Losses were disclosed on the face of the Financial Statements, except with respect to the Losses related to the QSI Purchase Price Adjustment.

(h) No Person shall be entitled to indemnification pursuant to this **Article IX** to the extent the Losses for which indemnification is sought were attributable to such Person's own willful misconduct or illegal conduct.

(i) The amount of any Losses which are subject to indemnification under this Article IX shall be reduced by any amount actually received by the Indemnified Party with respect thereto under any insurance coverage then maintained by the Indemnified Party, if any (with the provision of such insurance to be at the Indemnified Party's sole discretion) or from any other Person responsible therefor, in each case net of any costs incurred in connection with the collection thereof, including, without limitation, attorney's fees, deductibles and self-insured retentions. The Indemnified Party shall submit claims for Losses that are covered under any under such insurance coverage in accordance with the terms of such insurance and shall use commercially reasonable efforts to collect any amounts available under such insurance coverage. If an Indemnified Party receives an amount under insurance coverage or from such other Person with respect to Losses sustained at any time subsequent to any indemnification payment pursuant to this Article IX, then such Indemnified Party shall promptly reimburse the applicable Indemnifying Party (and if the Sellers are the Indemnifying Party, to each Seller such Seller's share, based on **Schedule 2.11**, of) an amount equal to the lesser of (x) the actual amount of such

net insurance proceeds, net of any costs incurred in connection with the collection thereof (as discussed hereinabove), and (y) the actual amount of the indemnification payment previously paid by or on behalf of the Indemnifying Party with respect to such Losses, in each case, net of amounts specified in the immediately preceding sentence; but in no event in excess of the payment made by such Indemnifying Party. For the avoidance of doubt, the Indemnified Party shall be free to immediately seek indemnification from the Indemnifying Party, and to fully collect from the Indemnifying Party Losses immediately, without first having to submit a claim under any available insurance, or assert a claim against any other Person, and the Indemnifying Party's indemnification obligations hereunder shall not be conditioned thereon.

(j) The amount of any Losses which are subject to indemnification under this **Article IX** shall be reduced by the amount of any Actual Tax Benefit with respect to such Losses. "**Actual Tax Benefit**" means, with respect to the Tax Period in which the applicable Losses were incurred, the amount by which the Indemnified Party's liability for Taxes for the Tax Period, calculated by excluding the relevant amount of credit or deduction related to or arising out of the Losses, exceeds the Indemnified Party's actual liability for Taxes for such Tax Period, calculated by taking into account the relevant amount of credit or deduction in each case actually included in the Indemnified Party's calculation of its liability for Taxes for such Tax Period (in each case, treating such credit or deduction as the last item claimed for such Tax Period). If an Indemnified Party receives an Actual Tax Benefit with respect to Losses sustained at any time subsequent to any indemnification payment pursuant to this **Article IX**, then such Indemnified Party shall promptly reimburse the applicable Indemnifying Party (and if the Sellers are the Indemnifying Party, to each Seller such Seller's share, based on Schedule 2.11, of) an amount equal to the lesser of (x) the amount of such Actual Tax Benefit, and (y) the actual amount of the indemnification payment previously paid by or on behalf of the Indemnifying Party with respect to such Losses, but in no event in excess of the payment made by such Indemnifying Party. For the avoidance of doubt, the Indemnified Party shall be free to immediately seek indemnification from the Indemnifying Party, and to fully collect from the Indemnifying Party Losses immediately, without first having to submit any Tax Returns in which the Indemnified Party will receive an Actual Tax Benefit and the Indemnifying Party's indemnification obligations hereunder shall not be conditioned thereon.

Section 9.06 Indemnification Procedures. The Party making a claim under this **Article IX** is referred to as the "**Indemnified Party**," and the Party against whom such claims are asserted under this **Article IX** is referred to as the "**Indemnifying Party**."

(a) **Third Party Claims.** If any Indemnified Party receives notice of the assertion or commencement of any Action made or brought by any Person who is not a Party to this Agreement or an Affiliate of a Party to this Agreement or a Representative of the foregoing (a "**Third Party Claim**") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30 calendar) days after receipt

of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided, that* if the Indemnifying Party is a Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a supplier or customer of the Company, or (y) is asserted by a Governmental Authority with respect to Taxes, or (z) seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to **Section 9.06(b)**, it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided, that* if in the reasonable opinion of counsel to the Indemnified Party, (A) there are legal defenses available to an Indemnified Party that are different from or additional to those available to the Indemnifying Party; or (B) there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to **Section 9.06(b)**, pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. Sellers and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of **Section 6.06**) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) **Settlement of Third Party Claims.** Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this **Section 9.06(b)**. If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a

financial or other obligation on the part of the Indemnified Party (other than any financial obligation for which such Indemnifying Party is fully indemnified hereunder) and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim (other than any financial obligation for which such Indemnifying Party is fully indemnified hereunder) and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten (10) days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to **Section 9.06(a)**, it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) **Direct Claims.** Any Action by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a “**Direct Claim**”) shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than thirty (30) days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have thirty (30) days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party’s investigation by giving such information and assistance (including reasonable access to the Company’s premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

Section 9.07 Payments.

(a) Any claim for indemnification must be brought before the expiration of the applicable survival period set forth in **Section 9.01**.

(b) Any indemnification payments to which Buyer is entitled under this **Article IX** shall be first be satisfied from the Escrowed Purchase Price, if sufficient. If the amount of the Escrowed Purchase Price is not sufficient to satisfy any such payment amount, (i) any unsatisfied amount that relates to indemnification under **Section 9.02** shall be sought solely from the Other Shareholder that is obligated to provide indemnity under **Section 9.02**, and (ii) any unsatisfied amount that relates to indemnification under **Section 9.03** shall be sought from the Major Shareholders in proportion to their Pro Rata Share. Any amount sought from the Major Shareholders pursuant to clause (ii) of the immediately preceding sentence shall first be satisfied by setting off the amount of such payment from amounts owed under the First Promissory Notes and Second Promissory Notes, in proportion to the Major Shareholders' respective Pro Rata Shares, which shall be taken immediately (notwithstanding the actual date that payment is due under the First Promissory Notes or Second Promissory Notes, as the case may be); provided, that, no such set off shall be made unless the Major Shareholders and Buyer have agreed to a resolution of any Direct Claim or Third Party Claim made by a Buyer Indemnitee or, if a suit has been brought to resolve any objection to a Direct Claim or Third Party Claim, then, upon resolution or adjudication of any such suit, and, in each case, the set off shall be made in the amount provided for in such resolution or adjudication. For the avoidance of doubt, this procedure is explained by the examples set forth on **Schedule 9.07** annexed hereto

(c) If the Shareholders' Representative and Buyer agree to a resolution of any Direct Claim or Third Party Claim made by a Buyer Indemnitee, a memorandum setting forth such agreement shall be prepared and signed by each of them and delivered to the Escrow Agent (if funds remain on deposit with the Escrow Agent). If a suit has been brought to resolve any objection to a Direct Claim or Third Party Claim, then, upon resolution of any such suit, a memorandum setting forth such resolution shall be prepared and signed by the Shareholders' Representative and Buyer and delivered to the Escrow Agent. In either case, the Escrow Agent shall be entitled to conclusively rely on any such memorandum and the Escrow Agent shall distribute cash from the Escrowed Purchase Price in accordance with the terms of such memorandum.

(d) The period during which claims for indemnification may be made against the Escrowed Purchase Price shall commence at the Closing and terminate ten (10) business days after the date that is one year anniversary of the Closing Date (such period, the "**Escrow Period**").

(e) The remainder of the Escrowed Purchase Price remaining in escrow, if any (less the amount of claims for indemnification asserted by the Buyer Indemnitees pursuant to **Section 9.06** that have not been paid or otherwise resolved, which amount shall be retained in the Escrowed Purchase Price until such resolution) shall be paid to the Sellers promptly (and in any event within ten (10) Business Days) after the expiration of the Escrow Period in accordance with **Schedule 2.11**.

(f) Notwithstanding anything herein to the contrary, the Escrow Agreement shall govern and control the disposition of the Escrowed Purchase Price, and the Escrow Agent's covenants and obligations, and in the event of any conflict in the provisions of this

Section 9.07 and the provisions of the Escrow Agreement, the provisions of the Escrow Agreement shall govern and control.

(g) Once a Loss that is to be satisfied other than by payment out of the Escrowed Purchase Price is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this **Article IX**, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds. The Parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such fifteen (15) Business Day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to the date such payment has been made at a rate per annum equal to thirteen percent (13%). Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed.

Section 9.08 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the Parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 9.09 Effect of Investigation. The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate.

ARTICLE X

SHAREHOLDERS' REPRESENTATIVE

Section 10.01 At the Closing, Brent T. Sacha shall be constituted and appointed as the Shareholders' Representative. For purposes of this Agreement, the term "**Shareholders' Representative**" shall mean the agent for and on behalf of the Sellers to take the following actions (which actions shall be deemed to be facts ascertainable outside of this Agreement and which shall be binding on the Sellers): (a) give and receive notices and communications to or from Buyer (on behalf of itself or on behalf of any other Buyer Indemnitees) relating to this Agreement or any of the transactions and other matters contemplated hereby or thereby (except to the extent that this Agreement expressly contemplates that any such notice or communication shall be given or received by such Sellers individually); (b) authorize payments from the Escrowed Purchase Price to Buyer in satisfaction of a Post-Closing Adjustment pursuant to **Section 2.04(d)**; (c) object pursuant to **Section 2.04(c)** to Buyer's assertion of a claim for a Post-Closing Adjustment; (d) authorize payments from the Escrowed Purchase Price to Buyer in satisfaction of a QSI Purchase Price Adjustment pursuant to **Section 2.05(d)**; (e) object pursuant to **Section 2.05(c)** to Buyer's assertion of a claim for a QSI Purchase Price Adjustment; (f) authorize payments from the Escrowed Purchase Price to Buyer in satisfaction of a Non-WC Post-Closing Adjustment pursuant to **Section 2.10(d)**; (g) object pursuant to **Section 2.10(d)** to Buyer's assertion of a claim for a Post-Closing Adjustment; (h) authorize payments from the Escrowed Purchase in satisfaction of claims asserted by Buyer (on

behalf of itself or any other Buyer Indemnitees, including by not objecting to such claims) pursuant to **Article IX**; (i) object to any of such claims pursuant to **Article IX**; (j) consent or agree to, negotiate, enter into, or, if applicable, prosecute or defend, settlements and compromises of, and comply with orders of courts with respect to, any such claims; (j) provide any consents hereunder, including with respect to any proposed settlement of any claims; (k) take all actions necessary or appropriate in the judgment of the Shareholders' Representative for the accomplishment of the foregoing, in each case without having to seek or obtain the consent of any Person under any circumstance; (l) to enforce, on behalf of the Sellers, any claim against the Company or the Buyer arising under this **Article IX** or under the Escrow Agreement; (m) on behalf of the Major Shareholders, consent or agree to, negotiate, enter into, or, if applicable, prosecute or defend, settlements and compromises of, and comply with orders of courts with respect to, any claims under **Article VII**; and (n) to engage attorneys, accountants and agents, at the expense of the Sellers. The Person serving as the Shareholders' Representative may be replaced from time to time by the Major Shareholders, upon not less than ten days' prior written notice to Buyer. No bond shall be required of the Shareholder's Representative, and the Shareholder's Representative shall receive no compensation for his services. The Shareholder's Representative shall be entitled to conclusively rely, and shall be fully protected (as between him and the Sellers) in relying, upon any statements furnished to it by any Seller, or Buyer, or any other evidence deemed by the Shareholder's Representative to be reliable, and the Shareholder's Representative shall be entitled to act on the advice of counsel selected by it.

Section 10.02 The Shareholder's Representative shall not be liable to any former holder of Shares for any act done or omitted hereunder as the Shareholder's Representative while acting in good faith (and any act done or omitted pursuant to the advice of counsel shall be conclusive evidence of such good faith) and without gross negligence or willful misconduct. The Major Shareholders shall severally indemnify the Shareholder's Representative and hold him harmless against any loss, liability or expense incurred without gross negligence, willful misconduct or bad faith on the part of the Shareholder's Representative and arising out of or in connection with the acceptance or administration of his duties hereunder, including any out-of-pocket costs and expenses and legal fees and other legal costs reasonably incurred by the Shareholder's Representative. If not paid directly to the Shareholder's Representative by the Major Shareholders, such losses, liabilities or expenses may be recovered by the Shareholder's Representative from any amount of the Escrowed Purchase Price distributed to the Major Shareholders pursuant to the terms hereof and of the Escrow Agreement, at the time of distribution, and such recovery will be made from the Major Shareholders according to their respective Pro Rata Shares. The agreements in this **Article X** shall survive the termination of the Shareholders' Representative's duties under this Agreement.

Section 10.03 Any notice or communication given or received by, and any decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of, the Shareholder's Representative that is within the scope of the Stockholders' Agent's authority under **Article X** shall constitute a notice or communication to or by, or a decision, action, failure to act within a designated period of

time, agreement, consent, settlement, resolution or instruction of all the Sellers and shall be final, binding and conclusive upon each such Seller; and the Buyer and each Indemnified Party shall be entitled to rely upon any such notice, communication, decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction as being a notice or communication to or by, or a decision, action, failure to act within a designated period of time, agreement, consent, settlement, resolution or instruction of, each and every such Seller.

ARTICLE XI MISCELLANEOUS

Section 11.01 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 11.02 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective 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 11.02**):

If to Sellers:

Mr. Brent T. Sacha, in his capacity as
Shareholders' Representative
3625 N. Hall Street
Suite 520
Dallas, Texas 75219
Facsimile: (214) 442-5626
E-mail: btsacha@stonehengecapital.com

and

Mr. Marshall B. Taylor
11018 Westmere Circle,
Dallas, Texas 75230
Facsimile:
Email: Marshallt@tkparis.com

with a copy to:

Strasburger & Price LLP
901 Main Street, Suite 4400
Dallas, Texas 75202
Facsimile: (214) 659-4036
E-mail: richard.rafferty@strasburger.com
Attention: Richard Rafferty

If to Buyer:

Aequus Aerospace LLC
5051 FM 2920 Rd,
SPRING, TX 77388
Facsimile:
Email:
Attention: Ravi Hugar

with a copy to:

Arendes, Green, Richtermeyer & Stahl,
PLLC
2900 Quinlan Park Road, Suite B-240,
#133
Austin, Texas 78732
Facsimile:
Email: adam@agrslaw.com
Attention: Adam Stahl

Section 11.03 Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Articles, Sections, Disclosure Schedules and Exhibits mean the Articles and Sections of, and Disclosure Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Disclosure Schedules and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 11.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 11.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as provided in **Section 6.02(c)**, upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 11.06 Entire Agreement. This Agreement and the other Transaction Documents constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 11.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; *provided, however*, that prior to the Closing Date, Buyer may, without the prior written consent of Seller, assign all or any portion of its rights under this Agreement to one or more of its direct or indirect wholly-owned subsidiaries. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 11.08 No Third-party Beneficiaries. Except as provided in **Article IX, Section 2.15**, and **Section 2.16 which may be enforced against the Major Shareholder by all Sellers and any former director or officer**, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 11.09 Amendment and Modification; Waiver. This Agreement may be amended, modified or supplemented by an agreement in writing signed by each of the Major Shareholders and the Buyer; *provided, however*, that any such amendment, modification or supplement that adversely affects the rights or obligations of any Other Shareholder must be signed by such Other Shareholder. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver,

whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 11.10 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF TEXAS IN EACH CASE LOCATED IN THE CITY OF DALLAS AND COUNTY OF DALLAS, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY,

AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11.10(c).

Section 11.11 Specific Performance. Except as limited by **Section 9.05(e)**, the Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 11.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 11.13 Disclosure Schedules; Disclosure Generally. Unless the context otherwise requires, all capitalized terms used in the Disclosure Schedules shall have the respective meanings assigned in this Agreement. No reference to or disclosure of any item or other matter in the Disclosure Schedules shall be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedules. The inclusion of any information in the Disclosure Schedules shall not be deemed to be an admission or acknowledgement by the Company or Sellers, in and of itself, that such information is material to the Company. Disclosures made in any particular section of the Disclosure Schedules shall be deemed made in any other section of the Disclosure Schedules to the extent its relevance thereto is reasonably apparent on its face. The Disclosure Schedules shall be arranged in numbered sections corresponding to the Section and subsection numbers contained in **Article III** and **Article IV**.

Section 11.14 Agreement of Marshall Taylor. As an inducement to Buyer to enter into this Agreement, and as an express condition thereof, Taylor is executing and delivering this Agreement with respect to, and hereby agrees to be bound by and perform the covenants and obligations contained in, the following provisions of this Agreement, only, as if Taylor is included in the term “Seller” or “Other Shareholder” therein: **Article I**, but only to the extent the definitions contained therein are used in the other section of this Agreement referenced in this **Section 11.14; Section 6.01; Section 6.02; Section 6.04; Sections 11.01, 11.02** (with any notices to Taylor being provided as if such notice was to Sellers), **11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.09, 11.10, 11.11, 11.12** and this **Section 11.14**.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

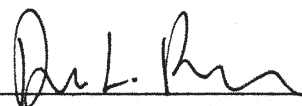
MAJOR SHAREHOLDERS:

Stonehenge Capital Fund Texas, LP

By: Stonehenge Capital Fund Texas
Management, LLC,
its General Partner

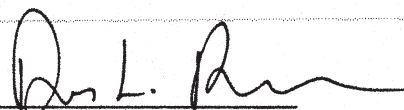
By: _____
Name: _____
Title: _____

**Advantage Capital Community
Development Fund, LLC**

By:  _____
Name: Damon L. Rawie
Title: Vice President

Texas ACP I, LP

By: ADVTG GP 1, LLC,
its General Partner

By:  _____
Name: Damon L. Rawie
Title: Vice President

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

MAJOR SHAREHOLDERS:

Stonehenge Capital Fund Texas, LP

By: Stonehenge Capital Fund Texas
Management, LLC,
its General Partner

By: 
Name: Brent Sacha
Title: Vice President

**Advantage Capital Community
Development Fund, LLC**

By: _____
Name: _____
Title: _____

Texas ACP I, LP

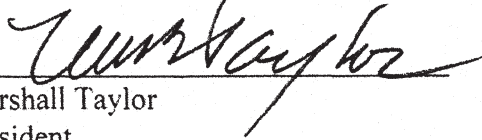
By: ADVTG GP I, LLC,
its General Partner

By: _____
Name: _____
Title: _____

Signature Page to Stock Purchase Agreement

OTHER SHAREHOLDERS:

Taylor Business Enterprises, Inc.

By: 
Marshall Taylor
President

Corey Campbell

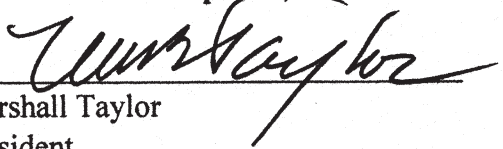
Kevin (Doc) Holladay

David Evans

OTHER SHAREHOLDERS:

Taylor Business Enterprises, Inc.

By: _____


Marshall Taylor
President

Corey Campbell


Kevin (Doc) Holladay

David Evans

Signature Page to Stock Purchase Agreement

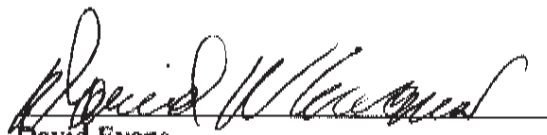
OTHER SHAREHOLDERS:

Taylor Business Enterprises, Inc.

By: _____
Marshall Taylor
President

Corey Campbell

Kevin (Doc) Holladay


David Evans

Signature Page to Stock Purchase Agreement

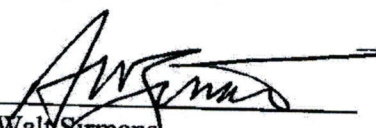
David Evans, by Advantage Capital Community
Development Fund, LLC, as his attorney in fact

By: 

Name: Anthony Metzner
Title: Authorized Representative

BUYER:

Aequis Aerospace LLC

By: 

Name: Walt Sirmans

Title: Authorized Signatory

**SHAREHOLDERS'
REPRESENTATIVE**

(Solely in his capacity as agent for the Sellers
and for purposes of those provisions hereof
applicable to the Shareholder's
Representative)

By: 
Brent T. Sacha

Signature Page to Stock Purchase Agreement

**MARSHALL TAYLOR, ONLY WITH
RESPECT TO THE PROVISIONS OF
SECTION 11.14 OF THIS AGREEMENT (AND
THE ARTICLES AND SECTIONS REFERRED
TO THEREIN):**



Marshall Taylor

Schedule A

<u>Shareholder</u>	<u>Number of Shares</u>	<u>Classification</u>
MAJOR SHAREHOLDERS		
Stonehenge Capital Fund	1,188,171.91 shares	Preferred
Texas, LP	72 shares	Common
Advantage Capital	1,584,229.22 shares	Preferred
Community Development Fund, LLC	96 shares	Common
Texas ACP I, LP	1,188,171.91 shares	Preferred
	72 shares	Common
OTHER SHAREHOLDERS		
Taylor Business Enterprises, Inc.	51.41 shares	Common
Corey Campbell	2 shares	Common
Kevin Holladay	2 shares	Common
David Evans	2 shares	Common

Schedule B

Major Shareholders' Pro Rata Share

Major Shareholder	Pro Rata Share
Stonehenge Capital Fund Texas, LP	30%
Advantage Capital Community Development Fund, LLC	30%
Texas ACP I, LP	<u>40%</u>
Total:	100%

Schedule 9.07

Base case

Buyer claim for indemnification one month after closing based on the Major Shareholders' breach of a Fundamental Representation or Warranty is \$4,000,000.

Major Shareholders and Buyer agree in writing that the Buyer indemnification claim amount is \$4,000,000.

Buyer will immediately recover this agreed upon \$4,000,000 claim for indemnification by:

First, drawing down \$500,000 from the Escrowed Purchase Price,

Second, immediately offsetting \$1,000,000 payable under the First Promissory Notes and Second Promissory Notes, and the First Promissory Notes and the Second Promissory Notes will be immediately be deemed paid in full and discharged; and

Third, seeking payment from the Major Shareholders for the remaining \$2,500,000.

Variant Cases

Case 1

Buyer claim for indemnification one month after closing based on the Major Shareholders' breach of a Fundamental Representation or Warranty is \$800,000.

Major Shareholders and Buyer agree in writing that the Buyer indemnification claim amount is \$800,000.

Buyer will immediately recover this agreed upon \$800,000 claim for indemnification by:

First, drawing down \$500,000 from the Escrowed Purchase Price; and

Second, immediately offsetting \$300,000 payable under the First Promissory Notes and the First Promissory Notes will be immediately reduced by \$300,000.

Case 2

Buyer claim for indemnification one month after closing based on the Major Shareholders' breach of a Fundamental Representation or Warranty is \$800,000.

Schedule 9.07 to Stock Purchase Agreement

Major Shareholders dispute Buyer's claim for indemnification.

Buyer will:

First, immediately make a claim against the Escrowed Purchase Price in the amount of \$500,000, but no amount will be paid out of the Escrowed Purchase Price until the claim for indemnification is resolved in accordance with **Article IX**; and

Second, no amount will be offset against the First Promissory Notes or the Second Promissory Notes until the disputed indemnification claim is resolved in accordance with **Article IX**.

Exhibit A

Form of Escrow Agreement

Exhibit B

Letter of Comfort and Guaranty

Exhibit C

Form of Release

Exhibit D

Form of Consulting Agreement

Exhibit D to Stock Purchase Agreement

Exhibit E-1

Form of First Promissory Note

Exhibit E-2

Form of Second Promissory Note

Exhibit D to Stock Purchase Agreement

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement") is entered into as of June 2, 2015, by and among Brent Sacha, a natural person (in his capacity as shareholders representative for the Sellers, defined below, pursuant to the Purchase Agreement, defined below, the "Shareholders Representative"); Aequs Aerospace LLC, a Delaware limited liability company ("Buyer"); Stonehenge Capital Fund Texas, LP, a Texas Delaware limited partnership ("Stonehenge"); Advantage Capital Community Development Fund, LLC, a Missouri limited liability company ("Advantage"); Texas ACP I, LP, a Texas limited partnership ("ACP," with ACP, Stonehenge and Advantage being hereinafter referred to collectively as the "Major Shareholders," and individually as a "Major Shareholder"); and Comerica Bank, a Texas banking association (in its capacity as escrow holder hereunder, the "Escrow Holder").

RECITALS

This Agreement is being entered into in reference to the following facts:

A. The Major Shareholders, Taylor Business Enterprises, Inc., a Texas corporation ("Taylor"); Corey Campbell, a natural person ("Campbell"); Kevin Holladay, a natural person ("Holladay"); David Evans, a natural person ("Evans") acting through Advantage, as Evans' attorney-in-fact (with the Major Shareholders, Taylor, Campbell, Holladay and Evans being hereinafter collectively referred to as the "Sellers"); the Buyer; and T&K Machine, Inc., a Texas corporation, have entered into a Stock Purchase Agreement, dated as of June 1, 2015 (the "Purchase Agreement"). Initially capitalized terms used, but not defined herein, having the meanings ascribed to such terms in the Purchase Agreement.

B. Subsection 2.02(b) of the Purchase Agreement provides that at Closing \$500,000, constituting the Escrowed Purchase Price (the "Escrow Deposit") is to be deposited into an escrow and used to pay amounts owing to the Buyer, if at all, for (1) the Post-Closing Adjustment payable pursuant to Section 2.04 of the Purchase Agreement, (2) the QSI Purchase Adjustment pursuant to Section 2.05 of the Purchase Agreement, (3) the Non-WC Post-Closing Adjustment pursuant to Section 2.10 of the Purchase Agreement, and (4) indemnification amounts owing to Buyer Indemnitees pursuant to Section 9.07 of the Purchase Agreement. At the end of the period during which such claims may be made and resolved the remaining Escrow Deposit is to be remitted to certain of the Sellers.

C. The Shareholders Representative and the Buyer desire that the Escrow Holder act as escrow holder for the Escrow Deposit and the payment of those claims, all in accordance with the terms hereof. The Escrow Holder is willing to act in such capacity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows.

ARTICLE 1 – DEPOSIT

1.1 Escrow Account

(a) The Escrow Holder shall act as escrow holder for the Escrow Funds, as hereinafter defined, subject to the terms hereof.

(b) Immediately following the Escrow Holder's, the Buyer's and the Shareholders Representative's execution and delivery of this Agreement, the Escrow Holder shall establish an account at Comerica Bank designated by the Escrow Holder (the "Escrow Account") for the purpose of receiving and holding the Escrow Funds.

1.2 Escrow Deposit.

(a) On the Closing Date, as defined below, the Buyer shall remit to the Escrow Holder, in accordance with the Escrow Holder's remittance instructions, the Escrow Deposit (such funds, as reduced from time to time in accordance with the procedures specified herein, the "Escrow Funds").

(b) The Escrow Deposit in the form of cash or its equivalent is deemed to have been deposited into the Escrow Account when remitted to the Escrow Holder. Any Escrow Deposit remitted to the Escrow Holder in the form of a check, draft or similar instrument are deemed deposited into the Escrow Account only when the collectability thereof has been confirmed by the Escrow Holder.

(c) Notwithstanding any provision hereof to the contrary, the Escrow Holder is not obligated to disburse Escrow Funds any earlier than twenty-four (24) hours after its confirmed receipt thereof, at least eight (8) of which are business banking hours.

(d) The Escrow Holder shall deposit and hold all Escrow Funds in the Escrow Account at all times until such funds are disbursed therefrom in accordance with the terms hereof. Upon request from time to time, the Escrow Holder shall notify the Buyer and the Shareholders Representative of the amount of the Escrow Funds then held in the Escrow Account.

1.3 Investment. The Escrow Holder is not obligated to invest or pay any interest on the Escrow Funds.

ARTICLE 2 – PAYMENTS

2.1 Post-Closing Adjustment Payment.

(a) Within one hundred twenty (120) days after the Closing Date, the Buyer shall concurrently deliver to the Shareholders Representative and the Escrow Holder a notice

substantially in the form of Exhibit “A” attached hereto (“Closing Statement Notice”), to which the Buyer shall attach the Closing Working Capital Statement and the certificate of the Chief Financial Officer of the Buyer referenced in clause “(i)” of Subsection 2.04(a) of the Purchase Agreement and stating whether Escrow Funds are payable to the Buyer as a Post-Closing Adjustment in accordance with Section 2.04 of the Purchase Agreement and the amount thereof. If the Closing Statement Notice states that the Post-Closing Adjustment is a positive number, then no Escrow Funds are payable to the Buyer and the Escrow Holder shall not disburse any Escrow Funds pursuant to this Section 2.1. If the Closing Statement Notice states that the Post-Closing Adjustment is a negative number and that Escrow Funds are payable to the Buyer, then the Escrow Holder shall not disburse any Escrow Funds pursuant to the Closing Statement Notice except in accordance with the terms of Subsection 2.1(b) hereof.

(b) The Escrow Holder *shall pay* out any of the Escrow Funds pursuant to the Closing Statement Notice only as follows:

(i) The Shareholders Representative and the Buyer shall, by agreement, determine whether any Escrow Funds are to be paid pursuant to the Closing Statement Notice and shall give the Escrow Holder their Joint Directions, as defined below; or

(ii) If the Shareholders Representative and the Buyer are unable to agree as to whether any Escrow Funds are to be paid pursuant to the Closing Statement Notice, then the Shareholders Representative and the Buyer shall resolve their dispute regarding the Closing Statement Notice by an Independent Accountant (to which proceeding the Escrow Holder *shall not be a party*) in accordance with the terms of clause “(iii)” of Subsection 2.04(c) of the Purchase Agreement. Upon issuance of a final award by the Independent Accountant referenced therein, the Shareholders Representative or the Buyer shall deliver to the Escrow Holder an Award Notice, as defined below, accompanied by a complete copy of the Independent Accountant’s final award; and

(iii) Promptly after the Escrow Holder’s receipt of Joint Directions or an Award Notice, as applicable, the Escrow Holder shall, without further instruction, remit the Escrow Funds in accordance the Joint Directions or Award Notice, as the case may be.

2.2 QSI Purchase Price Adjustment.

(a) Within fifteen (15) days after the first anniversary of the Closing Date, the Buyer shall concurrently deliver to the Shareholders Representative and the Escrow Holder a notice substantially in the form of Exhibit “B” attached hereto (“QSI Statement Notice”), to which the Buyer shall attach the QSI Statement, and the other information specified in clauses “(i)” through “(v)” of Subsection 2.05(c) of the Purchase Agreement and stating whether Escrow Funds are payable to the Buyer, as a QSI Purchase Price Adjustment Amount in accordance with Section 2.05 of the Purchase Agreement and the amount thereof. If the QSI Statement Notice states that no Escrow Funds are payable to the Buyer, then the Escrow Holder shall, without further notice or instruction, remit to the Sellers listed in Exhibit “E” in accordance with their Pro Rata Shares, Escrow Funds in a total amount of \$125,000 (the “QSI Contingency Fund”), in

accordance with the remittance instructions specified in Exhibit “E” attached hereto. If the QSI Statement Notice states that Escrow Funds are payable to the Buyer, then the Escrow Holder shall *not* disburse any Escrow Funds pursuant to the QSI Statement Notice except in accordance with the terms of Subsection 2.2(b) hereof.

(b) The Escrow Holder *shall pay* out any of the Escrow Funds pursuant to the QSI Statement Notice only as follows:

(i) The Shareholders Representative and the Buyer shall, by agreement, determine whether any Escrow Funds are to be paid pursuant to the QSI Statement Notice and give the Escrow Holder their Joint Directions; or

(ii) If the Shareholders Representative and the Buyer are unable to agree as to whether any Escrow Funds are to be paid pursuant to the QSI Statement Notice, then the Shareholders Representative and the Buyer shall resolve their dispute regarding the QSI Purchase Price Adjustment by a JAMS arbitration proceeding between those parties (to which the Escrow Holder *shall not be a party*) conducted in accordance with the terms of clause “(iii)” of Subsection 2.05(d) of the Purchase Agreement. Upon issuance of a final, non-appealable JAMS arbitration award resolving such dispute (“JAMS Order”), the Shareholders Representative or the Buyer shall deliver to the Escrow Holder an Award Notice, as defined below, accompanied by a complete copy of the JAMS Order; and

(iii) Promptly after the Escrow Holder’s receipt of the Joint Directions or Award Notice, as applicable, the Escrow Holder shall, without further instruction, remit the of Escrow Funds in accordance the Joint Directions or Award Notice, as the case may be.

2.3 Non-WC Post-Closing Adjustment Payments.

(a) Within ninety (90) days after the Closing Date, the Buyer shall concurrently deliver to the Shareholders Representative and the Escrow Holder a notice substantially in the form of Exhibit “C” attached hereto (“Non-WC Adjustment Statement Notice”), reflecting the Buyer’s calculation of the actual Non-WC Current Assets and actual Non-WC Current Liabilities to which the Buyer shall attach the certificate of the Chief Financial Officer of the Buyer referenced in clause “(i)” of Subsection 2.10(b) of the Purchase Agreement, and stating whether Escrow Funds are payable to the Buyer in accordance with Section 2.06 of the Purchase Agreement and the amount thereof. If the Non-WC Adjustment Statement Notice states that the Non-WC Post-Closing Adjustment is a positive number and no Escrow Funds are payable to the Buyer, then the Escrow Holder shall not disburse any Escrow Funds pursuant to this Section 2.3. If the Non-WC Adjustment Statement Notice states that the Non-WC Post-Closing Adjustment is a negative number and, as a result, Escrow Funds are payable to the Buyer, then the Escrow Holder shall not disburse any Escrow Funds pursuant to the Non-WC Adjustment Statement Notice except in accordance with the terms of Subsection 2.3(b) hereof.

(b) The Escrow Holder *shall* pay out any of the Escrow Funds pursuant to the Non-WC Adjustment Statement Notice only as follows:

(i) The Shareholders Representative and the Buyer shall, by agreement, determine whether any Escrow Funds are to be paid pursuant to the Non-WC Adjustment Statement Notice and give the Escrow Holder their Joint Directions; or

(ii) If the Shareholders Representative and the Buyer are unable to agree as to whether any Escrow Funds are to be paid pursuant to the Non-WC Adjustment Statement Notice, then the Shareholders Representative and the Buyer shall resolve a dispute regarding the Non-WC Post-Closing Adjustment by an Independent Accountant (to which proceeding the Escrow Holder *shall not be a party*) in accordance clause “(iii)” of Subsection 2.10(c) of the Purchase Agreement. Upon issuance of a final award by the Independent Accountant, the Shareholders Representative or the Buyer shall deliver to the Escrow Holder an Award Notice, as defined below, accompanied by a complete copy of the Independent Accountant’s award; and

(iii) Promptly after the Escrow Holder’s receipt of the Joint Directions or Award Notice, as applicable, the Escrow Holder shall, without further instruction, remit the of Escrow Funds in accordance the Joint Directions or Award Notice, as the case may be.

2.4 Buyer Indemnatee Claim Payments.

(a) If, during the period commencing on the Closing Date and ending on and including 5:00 p.m., Central Time, on the tenth (10th) Business Day after the first anniversary the Closing Date (“Cutoff Date”), a Buyer Indemnatee is entitled, under the terms of the Purchase Agreement, to have Losses paid with Escrow Funds, then the Buyer shall concurrently deliver to the Escrow Holder and the Shareholders Representative a Claim Notice, each substantially in the form of Exhibit “D” attached hereto (with each such notice is referred to herein as a “Claim Notice”). Claim Notices actually received by the Escrow Holder after 5:00 p.m., Central Time, on the Cutoff Date are invalid, void, and is of the same effect has having not been issued at all. The Escrow Holder shall not disburse any Escrow Funds pursuant to a Claim Notice for a period of thirty (30) days after its actual receipt thereof.

(b) If the Shareholders Representative believes that a Buyer Indemnatee is not entitled to all or any part of the Escrow Funds as set forth in a Claim Notice, then the Shareholders Representative shall concurrently deliver to the Buyer and the Escrow Holder an Objection Notice. To be effective for purposes of this Agreement, each Objection Notice must be actually received by the Escrow Holder before 5:00 p.m., Central Time, on the thirtieth (30th) day after the actual receipt by the Escrow Holder of the Claim Notice to which such Objection Notice relates. Objection Notices received to the Escrow Holder after that time and date are invalid, void and is of the same effect has having not been issued at all.

(c) If the Escrow Holder *has not actually received* an Objection Notice from the Shareholders Representative on or before the thirtieth (30th) day after the actual receipt of a Claim Notice by the Escrow Holder, then the Escrow Holder shall promptly thereafter and without further instruction, remit to the Buyer from the Escrow Fund the amount specified in the subject Claim Notice.

(d) If the Escrow Holder *has actually received* an Objection Notice from the Shareholders Representative on or before the thirtieth (30th) day after the actual receipt of a Claim Notice by the Escrow Holder, then the Escrow Holder *shall not pay* out any of the Escrow Funds subject of such Objection Notice in connection with the subject Claim or Claim Notice except as follows:

(i) The Shareholders Representative and the Buyer shall, by agreement, determine whether any Escrow Funds are to be paid pursuant to the Claim Notice and give the Escrow Holder their Joint Directions; or

(ii) If the Shareholders Representative are unable to agree as to whether any Escrow Funds are to be paid pursuant to the Claim Notice, then the Shareholders Representative and the Buyer shall resolve their dispute by arbitration or judicial proceedings between those parties (to which the Escrow Holder *shall not be a party*) conducted in accordance with the terms of Subsection 9.07(c) of the Purchase Agreement. Upon issuance of a final order resolving such dispute ("Final Order"), the Shareholder Representative or the Buyer shall deliver to the Escrow Holder an Award Notice, accompanied by a complete copy of the final order; and

(iii) Promptly after the Escrow Holder's receipt of the Joint Directions or Award Notice, as applicable, the Escrow Holder shall, without further instruction, remit the Escrow Funds in accordance the Joint Directions or Award Notice, as the case may be.

2.5 Final Cutoff Date Payment.

(a) Promptly after the Final Cutoff Date, the Escrow Holder shall, without further instruction, disburse to the Sellers listed in Exhibit "E" attached hereto, in accordance with their Pro Rata Shares and their remittance instructions specified therein, an amount equal to the remainder of (i) all then remaining Escrow Funds *minus* (ii) Escrow Funds equal to the QSI Contingency Fund of \$125,000 and the amount of Escrow Funds specified in all then Pending Claims, if any.

(b) Promptly after a Pending Claim is resolved in accordance with the procedures specified in this Article 2, the Escrow Holder shall disburse the Escrow Funds as provided therein.

(c) Escrow Funds equal to the QSI Contingency Fund, shall be disbursed in accordance with Section 2.2 hereof.

2.6 Definitions. Initially capitalized terms used but not defined elsewhere herein, have the following meanings

(a) “Award Notice” means a notice substantially in the form of Exhibit “F” attached hereto, signed by the Buyer or the Shareholders Representative, either referencing the dispute concerning the Closing Statement Notice, QSI Statement Notice, Non-WC Adjustment Statement Notice or the applicable Claim Notice, stating that a Final Order has been issued resolving the dispute between the applicable Seller and the Buyer with respect thereto, and the amount of Escrow Funds, if any, that are to be disbursed by the Escrow Holder in accordance with the Final Order and to whom.

(b) “Business Day” means any date other than a Saturday or Sunday or days on which banks in Texas required or permitted to be closed.

(c) “Closing Date” means the date specified in a notice jointly given by the Buyer and the Shareholders Representative, specifying the Closing Date, except that unless and until the Escrow Holder actually receives that joint notice, the Closing Date shall be the date of this Agreement first-above written.

(d) “Final Cutoff Date” means 5:00 p.m. Central Time of the thirtieth (30th) days after the first anniversary of the Closing Date.

(e) “Joint Directions” means directions issued by the Shareholders Representative and the Buyer each substantially in the form of Exhibit “G” attached hereto.

(f) “Objection Notice” means an objection notice executed by the Shareholders Representative, each substantially in the form of Exhibit “H” attached hereto, referencing an objection to, as applicable, the Closing Statement Notice or a Claim Notice.

(g) “Pending Claim” means, without double counting, a claim for Escrow Funds by the Buyer specified in either a Closing Statement Notice, a QSI Statement Notice, a Non-WC Adjustment Statement Notice or a Claim Notice that is unresolved as of the Final Cutoff Date in accordance with the procedures specified in, as applicable, Subsections 2.1 (a)-(b), 2.2(a)-(b), 2.3 (a)-(b) and 2.4 (a)-(d) hereof.

(h) “Pro Rata Share” means the remittance information and percentage amount for each of the Sellers set forth on Exhibit “E” attached hereto.

ARTICLE 3 – PROCEDURES

3.1 Records. The Escrow Holder shall keep accurate records of all transactions hereunder. The Escrow Holder is not obligated to disburse more funds than the amount of the Escrow Funds.

3.2 Duties. The Escrow Holder's duties hereunder shall be determined solely by the express provisions of this Agreement. The Escrow Holder's duties are purely contractual in nature. Nothing in this Agreement shall be construed to give rise to any fiduciary obligations of the Escrow Holder with respect to the Buyer, the Major Shareholders or to the Shareholders Representative. The Escrow Holder is not charged with any duties under or with respect to the Purchase Agreement and shall not be concerned with the terms thereof. Without limiting the generality of the foregoing, the reference to the defined terms in the Purchase Agreement is for purposes of convenience of reference only.

3.3 Disputes.

(a) In the event of any disagreement or the presentation of any adverse claim or demand in connection with the disbursement of the Escrow Funds, except as otherwise provided in Article 2 hereof, then the Escrow Holder may, at its option, after providing notice to, as applicable, the Buyer or the Shareholders Representative of such disagreement or adverse claim or demand, refuse to comply with any such claims or demands during the continuance of such disagreement and may refrain from delivering any item affected hereby, and in so doing, the Escrow Holder shall not become liable to the undersigned or to any other person, due to its failure to comply with such adverse claim or demand. If the Buyer and/or the Shareholders Representative, as appropriate, do not provide satisfactory assurances to the Escrow Holder that it may act in accordance with the other provisions of this Agreement, the Escrow Holder shall be entitled to continue, without liability, to refrain and refuse to act until:

(i) authorized to disburse the Escrow Funds by an order from a court purporting to have jurisdiction of the parties and the Escrow Funds, after which time the Escrow Holder shall be entitled to act in conformity with such order; or

(ii) the Escrow Holder (1) shall have been notified that all differences shall have been adjusted by agreement, and (2) shall have been directed in writing to take certain actions with respect to the Escrow Funds subject to the adverse claim or demand, signed jointly or in counterpart by the Shareholders Representative and/or the Buyer and by all persons making adverse claims or demands, at which time the Escrow Holder shall be protected in acting in compliance therewith.

(b) At any time prior to the Escrow Holder's receipt of a court order or a notice, as provided in clauses "(i)" or "(ii)" of Subsection 3.3(a), the Escrow Holder may, but is not required to, file a suit in interpleader and obtain an order from the court requiring the parties

to interplead and litigate in such court adverse claims or demands raised pursuant to this Section 3.3. In the event such interpleader suit is brought, the Escrow Holder shall *ipso facto* be fully released and discharged from all obligations to further perform any and all duties or obligations imposed upon it in relation to the disputed amount. The Buyer and the Major Shareholders, as appropriate, shall reimburse the Escrow Holder for all costs, expenses, and reasonable attorney's fees expended or incurred by the Escrow Holder in connection with such adverse claim or demand, the amount thereof to be fixed and judgment thereof to be rendered by the court in such lawsuit.

3.4 Liability Limited. The Escrow Holder shall not be liable to anyone whatsoever by any reason of error of judgment or for any act done or step taken or omitted by them in good faith or for any mistake of fact or law or for anything which they may do or refrain from doing in connection herewith unless caused by or arising out of its own gross negligence or willful misconduct. In no event shall the Escrow Holder be liable for any indirect, special, consequential or punitive damages.

3.5 Reliance on Documents, Etc.

(a) The Escrow Holder may (a) rely on and shall be protected in acting in reliance upon any statement, notice and directions or directions furnished to it in writing pursuant to any provision of this Agreement and (b) treat as genuine, and as the document it purports to be, any letter, paper, or other document furnished to it and believed by it to be genuine and to have been signed and presented by the proper party or parties. The Escrow Holder has no duty to independently verify the truth or accuracy of any statement contained therein.

(b) The Shareholders Representative, the Major Shareholders and the Buyer shall not include the Escrow Holder's name in any document unless such document has been approved in writing by the Escrow Holder, except with regard to those documents pertaining to and referring to Escrow Holder's functions as escrow holder pursuant to this Agreement.

3.6 Indemnification. Each of the Buyer and the Major Shareholders shall severally and jointly indemnify, defend, and hold harmless the Escrow Holder from and against their respective one-half of any losses, damages, costs, charges, payments, liabilities, and expenses, including all costs of litigation, investigation and reasonable legal fees incurred by the Escrow Holder and arising directly or indirectly out of its role of as escrow holder pursuant to this Agreement, except as caused by its willful misconduct or gross negligence. The Escrow Holder may consult with counsel of its choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. The provisions of this Section 3.6 shall survive the termination of this Agreement.

3.7 Compensation. The Buyer shall pay the Escrow Holder, as compensation for its services hereunder, (a) the \$5,000 startup fee, payable upon the Escrow Holder's execution of this Agreement, (b) an annual renewal fee of \$4,500, payable on each anniversary date of this Agreement on which the Escrow Holder holds any Escrow Funds, and a \$35 transaction fee,

payable each time funds are deposited into the escrow account and each time funds are disbursed out of the escrow account. Payment of the startup fee in full is a condition precedent to the Escrow Holder's obligations hereunder. If the Buyer fails to pay any fee or other sums owing to the Escrow Holder hereunder, then the Escrow Holder may pay out of and charge to the Escrow Funds otherwise payable hereunder to the Buyer, all such fees and sums.

3.8 Customer Identification.

(a) As a condition precedent to the Escrow Holder's obligations hereunder the Buyer, the Major Shareholders and the Shareholders Representative shall each deliver to the Escrow Holder such identification as required by law and such authorization documents and information concerning the source of the funds constituting the Escrow Funds, all as the Escrow Holder may require, including its Federal tax identification number ("TIN") used for 1099 tax reporting purpose either in a separate document or providing that number beneath its signature to this Agreement.

(b) Without limiting the generality the Subsection 3.8(a), each of the Buyer, and the Major Shareholders shall deliver to the Escrow Holder (i) a copy of its organizational documents, e.g., articles of incorporation, operating agreement, etc., (ii) corporate/partnership resolutions, signed by its an appropriate signatory, authorizing it to enter this Agreement and (iii) a completed certificate of authority in a form approved by the Escrow Holder, reflecting the names and titles of the persons authorized to sign and deliver any document specified herein on its behalf, and an original handwritten exemplar of such persons signature.

3.9 Resignation.

(a) The Escrow Holder may resign as the escrow holder at any time by giving thirty (30) days' notice thereof to the Buyer and the Shareholders Representative (the "Notice Period"). In addition, the Buyer and Shareholders Representative may jointly remove the Escrow Holder as escrow agent at any time, with or without cause, by an instrument (which may be executed in counterparts) delivered to the Escrow Holder, which instrument shall designate the effective date of such removal. The Escrow Holder's resignation shall become effective at the end of the Notice Period.

(b) In the event of any such resignation or removal of the Escrow Holder the Buyer and the Shareholders Representative shall appoint a successor escrow holder within the Notice Period. The Escrow Holder may deliver the Escrow Funds to such successor escrow holder upon notice of the appointment of a new escrow holder. If no successor escrow holder has been appointed within the Notice Period, then the Escrow Holder may, at the expenses of the Buyer and the Shareholders Representative, petition any court of competent jurisdiction for the appointment of a successor escrow holder. The Escrow Holder shall continue to serve, with the sole duty of retaining the Escrow Funds until its successor accepts its appointment and receives the Escrow Funds. Upon appointment of a successor escrow holder, the Escrow Holder shall forward all documents and deposits pertaining to the escrow to the successor.

(c) If the Escrow Holder is removed by the Shareholders Representative and the Buyer, the Escrow Holder shall be paid of all fees earned hereunder, but not paid, through the date of such removal, and the Escrow Holder shall have no obligation to refund or remit any portion of such fees received by the Escrow Holder prior to the date of such removal.

ARTICLE 4 – GENERAL PROVISIONS

4.1 Notices.

(a) In order to be effective under the terms hereof, any notice, request, instruction, approval, waiver, demand or other communication required or permitted to be given hereunder to be given shall be (i) in writing, (ii) deliver to the address specified herein and (iii) delivered to such address either personally, by certified mail, return receipt requested, postage prepaid, or by transmission by a telecommunications device. Any such writing so addressed and delivered shall be effective (x) on the day when personally served, including delivery by overnight mail and courier service, (y) on the third business day after its deposit in the United States mail, and (z) on the business day of confirmed transmission by telecommunications device.

(b) The addresses of the parties hereto shall be as follows until notice of a change thereof is served as provided in this Section 4.1:

If to the Buyer:
Aequs Aerospace LLC
5051 FM 2920 Rd,
Spring, Texas 77388
Attention Walt Sirmans
Facsimile No. (864) 881-3181
Email: walt.sirmans@aequs.com

If to the Shareholders Representative:
Brent Sacha
3625 N. Hall Street, Suite 520
Dallas, Texas 75219
Facsimile No. (214) 599-5626

With a copy to:
Arendes, Green, Richtermeyer & Stahl, PLLC
2900 Quinlan Park Road, Suite B-240, #133
Austin, Texas 78732
Attention Adam Stahl
Email: adam@agrslaw.com

With copies to:
Strasburger & Price LLP
901 Main Street, Suite 4400
Dallas, Texas 75202
Attention Richard Rafferty
Facsimile No. (214) 659-4036
E-mail: richard.rafferty@strasburger.com

If to the Escrow Holder, addressed to:
Special Corporate Financial Services
Comerica Bank
Two Embarcadero Center, Suite 300
San Francisco, California 94111
Attention Operations Manager and Dyana
Carney
Facsimile No. 415-477-3240

If to the Stonehenge:
Stonehenge Capital Fund Texas, LP
191 West Nationwide Boulevard, Suite 600
Columbus, Ohio 43215
Attention Barry Gowdy
Facsimile No. (877) 398-8176

If to ACP:
Texas ACP I, LC
909 Poydras Street, Suite 2230
New Orleans, Louisiana 70112
Attention Steven Stull or Michael Johnson
Facsimile No. (512) 241-1186

If to Advantage:
Advantage Capital Community Development
Fund, LLC
909 Poydras Street, Suite 2230
New Orleans, Louisiana 70112
Attention Steven Stull or Michael Johnson
Facsimile No. (512) 241-1186

4.2 Governing Law and Jury Trial Waiver.

(a) This Agreement and the rights and duties of the parties hereto shall be governed by and construed and enforced in accordance with the substantive laws of the state of Texas without regard to any conflicts of law provisions thereof that would result in the application of the laws of any other jurisdiction.

(b) EACH OF THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON ANY MATTER ARISING OUT OF, OR IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT.

4.3 Arbitration.

(a) All disputes between the Shareholders Representative and/or the Buyer, on the one hand, the Escrow Holder on the other hand, relating to the payment of the Escrow Funds and/or the Escrow Holder's rights, obligations and liabilities arising from or related to this Agreement and all disputes between any of the Major Shareholders, on the one hand, the Escrow

Holder, on the other hand, arising from the terms of Subsection 3.3(b) and Section 3.6 hereof, shall all be resolved by mandatory binding expedited arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date the request for arbitration is filed (the “Rules”) before a single, neutral arbitrator, selected in accordance with the Rules. Each of the parties may initiate such arbitration pursuant to the Rules. The arbitration shall be held in Dallas, Texas (such site being herein referred to as the “Forum”).

(b) Any court having jurisdiction of the parties and the subject matter may enforce such a decision. Each of the parties hereto submits to the non-exclusive personal jurisdiction of the courts of the Forum as an appropriate place for compelling arbitration or giving legal confirmation of any arbitration award, and irrevocably waives any objection which it may now or hereafter have to the venue of any such enforcement proceeding brought in any of said courts and any claim of inconvenient forum. Service of process for all arbitration proceedings may be made in accordance with the Rules and shall be deemed effective as provided therein.

(c) Any claim or action of any kind (including, but not limited to, any claims for breach of contract), against the Escrow Holder arising out of or connected with this Agreement shall be barred and waived unless asserted by the commencement of an arbitration proceeding within 365 days after the accrual of the action or claim. This limitation shall also apply to claims which might otherwise be asserted against as a “set-off,” credit, cross-complaint, or defense. This section and the forgoing limitation shall survive termination of this Agreement.

4.4 Effect of Agreement. This Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto.

4.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile shall be equally effective as delivery of a manually executed counterpart of this Agreement.

4.6 USA Patriot Act Notice. The Escrow Holder notifies the other parties hereto that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the “Act”) the Escrow Holder is required to obtain, verify and record information that identifies the other parties to this Agreement, which information includes the name and address of those parties and other information that will allow the Escrow Holder to identify them in accordance with the Act. In particular:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account.

WHAT THIS MEANS FOR YOU: when you open an account, we will ask the name and address of the entity and other information

that will allow us to identify the business or organization. We may also ask to see identifying documents.

4.7 No Third Party Beneficiaries. None of the Buyer, the Shareholders Representative, the Major Shareholders or the Escrow Holder intends that any rights, duties or restrictions contained herein shall inure to the benefit of any third party.

4.8 Severability. If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

4.9 Final Agreement. This Agreement is intended as between the Escrow Holder, the Shareholders Representative, the Major Shareholders and the Buyer to be the final, complete, and exclusive expression of the agreement between the Escrow Holder and each of them. This Agreement supersedes any and all prior oral or written agreements between the Escrow Holder and any other party hereto relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by the parties hereto by a duly authorized officer thereof.

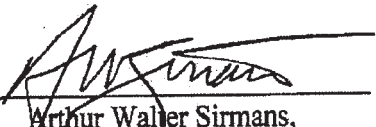
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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by and through its duly authorized representative as of the date and the year first above written.

“BUYER”

Aequs Aerospace LLC

By


Arthur Walter Sirmans,
President

“SHAREHOLDERS REPRESENTATIVE”

Brent Sacha

TIN: 38-3953313

“STONEHENGE”

Stonehenge Capital Fund Texas, LP
By Stonehenge Capital Fund Texas
Management, LLC, its General
Partner

By

Barry G. Gowdy, Treasurer

By

Steven T. Stull, President

TIN: 20-2228545

TIN: 41-2029196

“ACP”

Texas ACP I, LP
By ADVTG GP 1, LLC, its General
Partner

By

Damon Rawie,
Managing Director

TIN: 20-2257843

[SIGNATURES CONTINUED ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by and through its duly authorized representative as of the date and the year first above written.

“BUYER”

Aequis Aerospace LLC

“SHAREHOLDERS REPRESENTATIVE”

By _____
Arthur Walter Sirmans,
President



Brent Sacha

TIN: 38-3953313

“STONEHENGE”

Stonehenge Capital Fund Texas, LP
By Stonehenge Capital Fund Texas
Management, LLC, its General
Partner

“ADVANTAGE”

Advantage Capital Community Development Fund,
LLC

By _____
Barry G. Gowdy, Treasurer

By _____
Steven T. Stull, President

TIN: 20-2228545

TIN: 41-2029196

“ACP”

Texas ACP I, LP
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Steven T. Stull, President

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[SIGNATURES CONTINUED ON NEXT PAGE.]

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“BUYER”

Aequis Aerospace LLC

“SHAREHOLDERS REPRESENTATIVE”

By _____
Arthur Walter Sirmans,
President

Brent Sacha

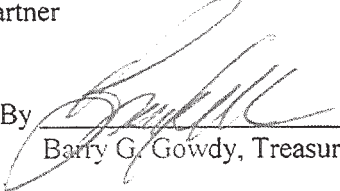
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Stonehenge Capital Fund Texas, LP
By Stonehenge Capital Fund Texas
Management, LLC, its General
Partner

“ADVANTAGE”

Advantage Capital Community Development Fund,
LLC

By  _____
Barry G. Gowdy, Treasurer

By _____
Steven T. Stull, President

TIN: 20-2228545

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“BUYER”
Aequs Aerospace LLC

“SHAREHOLDERS REPRESENTATIVE”

By _____
Arthur Walter Sirmans,
President

Brent Sacha

TIN: 38-3953313

“STONEHENGE”
Stonehenge Capital Fund Texas, LP
By Stonehenge Capital Fund Texas
Management, LLC, its General
Partner

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Advantage Capital Community Development Fund,
LLC

By _____
Barry G. Gowdy, Treasurer

By  _____
Steven T. Stull, President

TIN: 20-2228545

TIN: 41-2029196

“ACP”
Texas ACP I, LP
By ADVTG GP 1, LLC, its General
Partner

By _____
Steven T. Stull, President

TIN: 20-2257843

[SIGNATURES CONTINUED ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by and through its duly authorized representative as of the date and the year first above written.

“BUYER”

Aequs Aerospace LLC

“SHAREHOLDERS REPRESENTATIVE”

By

Arthur Walter Sirmans,
President

Brent Sacha

TIN: 38-3953313

“STONEHENGE”

Stonehenge Capital Fund Texas, LP
By Stonehenge Capital Fund Texas
Management, LLC, its General
Partner

“ADVANTAGE”

Advantage Capital Community Development Fund,
LLC

By

Barry G. Gowdy, Treasurer

By

Steven T. Stull, President

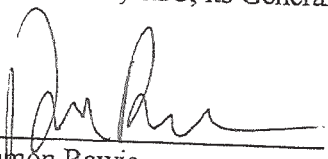
TIN: 20-2228545

TIN: 41-2029196

“ACP”

Texas ACP I, LP
By ADVTG GP 1, LLC, its General
Partner

By



Damon Rawie,
Managing Director

TIN: 20-2257843

[SIGNATURES CONTINUED ON NEXT PAGE.]

ESCROW HOLDER”
Comerica Bank

By


Dyana L. Carney,
Vice President-Special
Corporate Financial Services

EXHIBIT "A" TO ESCROW AGREEMENT

[FORM OF] CLOSING STATEMENT NOTICE

TO: Special Corporate Financial Services
Comerica Bank ("Escrow Holder")
Attention Operations Manager and Dyana Carney
Facsimile No. 415-477-3240

FROM: Aequus Aerospace LLC ("Buyer")

COPY TO: Brent Sacha ("Shareholders Representative")
Facsimile No. (214) 442-5626

Arendes, Green, Richtermeyer & Stahl, PLLC
Attention Adam Stahl
Email: adam@agrslaw.com

Strasburger & Price LLP
Attention Richard Rafferty
Facsimile No. (214) 659-4036

SUBJECT: Escrow Agreement among the Escrow Holder, the Buyer and the Shareholders
Representative ("Agreement")

DATE: _____, 201__

This is the Closing Statement Notice referenced in Subsection 2.1(a) of the Agreement. Initially capitalized terms used, but not defined herein, have the meanings ascribed thereto in the Agreement.

A copy of the Closing Statement is attached hereto and a copy of the certificate of the Chief Financial Officer of the Buyer referenced in clause "(i)" of Subsection 2.04(a) of the Purchase Agreement

[As applicable: The Closing Statement reflects that **[as applicable:** [the Post-Closing Adjustment is a positive number and the Buyer is not entitled to any payment of the Escrow Funds for that reason.]

or

[The Post-Closing Adjustment is a negative number and the Buyer is entitled to payment of the Escrow Funds. The Escrow Holder shall not disburse any Escrow Funds pursuant to this notice unless and until the Escrow Holder receives either a Joint Instruction or an Award Notice.]

EXECUTION VERSION

IN WITNESS WHEREOF, the Buyer has executed and delivered this Closing Statement Notice as of the date and year first-above written.

Aequus Aerospace LLC

By _____
Authorized Signatory

COPY OF CLOSING STATEMENT

Attach a copy of the Closing Statement.

COPY OF CHIEF FINANIAL OFFICER CERTIFICATE

Attach copy of the certificate of the Chief Financial Officer of the Buyer referenced in clause “(i)” of Subsection 2.04(a) of the Purchase Agreement.

EXHIBIT "B" TO ESCROW AGREEMENT

[FORM OF] QSI STATEMENT NOTICE

TO: Special Corporate Financial Services
Comerica Bank ("Escrow Holder")
Attention Operations Manager and Dyana Carney
Facsimile No. 415-477-3240

FROM: Aequus Aerospace LLC ("Buyer")

COPY TO: Brent Sacha ("Shareholders Representative")
Facsimile No. (214) 442-5626

Arendes, Green, Richtermeyer & Stahl, PLLC
Attention Adam Stahl
Email: adam@agrslaw.com

Strasburger & Price LLP
Attention: Richard Rafferty
Facsimile No. (214) 659-4036

SUBJECT: Escrow Agreement among the Escrow Holder, the Buyer and the Shareholders
Representative ("Agreement")

DATE: _____, 201__

This is the QSI Statement Notice referenced in Subsection 2.2(a) of the Agreement. Initially capitalized terms used, but not defined herein, have the meanings ascribed thereto in the Agreement.

Attached hereto is the QSI Statement, and the other information specified in clauses "(i)" through "(v)" of Subsection 2.05(c) of the Purchase Agreement.

[As applicable: [There is no QSI Purchase Price Adjustment Amount and no Escrow Funds are payable to the Buyer for that reason. The Escrow Holder shall, without further notice or instruction, remit to the Sellers listed in Exhibit "E" to the Agreement, in accordance with their Pro Rata Shares, Escrow Funds in a total amount of \$125,000, constituting the QSI Contingency Fund, and with the remittance instructions specified in Exhibit "E" to the Agreement.]

or

[The QSI Purchase Price Adjustment Amount exceeds \$50,000 and Escrow Funds are payable to the Buyer in accordance with Section 2.05 of the Purchase Agreement in an amount to be provided to the Escrow Holder in a Joint Instruction or an Award Notice.]

EXECUTION VERSION

IN WITNESS WHEREOF, the Buyer has executed and delivered this QSI Statement Notice as of the date and year first-above written.

Aequs Aerospace LLC

By _____
Authorized Signatory

COPY OF QSI STATEMENT

Attached copy of the QSI Statement, and the other information specified in clauses “(i)” through “(v)” of Subsection 2.05(c) of the Purchase Agreement.

EXHIBIT "C" TO ESCROW AGREEMENT

[FORM OF] NON-WC ADJUSTMENT STATEMENT NOTICE

TO: Special Corporate Financial Services
Comerica Bank ("Escrow Holder")
Attention Operations Manager and Dyana Carney
Facsimile No. 415-477-3240

FROM: Aequus Aerospace LLC ("Buyer")

COPY TO: Brent Sacha ("Shareholders Representative")
Facsimile No. (214) 442-5626

Arendes, Green, Richtermeyer & Stahl, PLLC
Attention Adam Stahl
Email: adam@agrslaw.com

Strasburger & Price LLP
Attention Richard Rafferty
Facsimile No. (214) 659-4036

SUBJECT: Escrow Agreement among the Escrow Holder, the Buyer and the Shareholders Representative ("Agreement")

DATE: _____, 201_

This is the Non-WC Adjustment Statement Notice referenced in Subsection 2.3(a) of the Agreement. Initially capitalized terms used, but not defined herein, have the meanings ascribed thereto in the Agreement.

Attached hereto is the Buyer's calculation of the actual Non-WC Current Assets and actual Non-WC Current Liabilities in accordance with Section 2.10 of the Purchase Agreement and a certificate of the Chief Financial Officer of the Buyer referenced in clause "(i)" of Subsection 2.10(b) of the Purchase Agreement.

[As applicable: [The Non-WC Post-Closing Adjustment is a positive number and no Escrow Funds are payable to the Buyer for that reason.]
or

[The Non-WC Post-Closing Adjustment is a negative number and Escrow Funds are payable to the Buyer as a Non-WC Post-Closing Adjustment in accordance with Section 2.10 of the Purchase Agreement in the amount to be provided to the Escrow Holder in a Joint Instruction or an Award Notice.]

EXECUTION VERSION

IN WITNESS WHEREOF, the Buyer has executed and delivered this Non-WC Adjustment Statement Notice as of the date and year first-above written.

Aequs Aerospace LLC

By _____
Authorized Signatory

Attached copy the Buyer's calculation of the actual Non-WC Current Assets and actual Non-WC Current Liabilities in accordance with Section 2.10 of the Purchase Agreement.

COPY OF CHIEF FINANIAL OFFICER CERTIFICATE

Attach copy of the certificate of the Chief Financial Officer of the Buyer referenced in clause “(i)” of Subsection 2.10(a) of the Purchase Agreement.

EXHIBIT "D" TO ESCROW AGREEMENT

[FORM OF] CLAIM NOTICE NO. ____

TO: Special Corporate Financial Services
Comerica Bank ("Escrow Holder")
Attention Operations Manager and Dyana Carney
Facsimile No. 415-477-3240

FROM: Aequus Aerospace LLC ("Buyer")

COPY TO: Brent Sacha ("Shareholders Representative")
Facsimile No. (214) 442-5626

Arendes, Green, Richtermeyer & Stahl, PLLC
Attention Adam Stahl
Email: adam@agrslaw.com

Strasburger & Price LLP
Attention Richard Rafferty
Facsimile No. (214) 659-4036

SUBJECT: Escrow Agreement among the Escrow Holder, the Buyer the Shareholders
Representative ("Agreement")

DATE: _____, 201__

This is a Claim Notice referenced in Subsection 2.4(a) of the Agreement. Initially capitalized terms used, but not defined herein, have the meanings ascribed thereto in the Agreement.

A Buyer Indemnitee has a claim for indemnification of Losses under Section _____ of the Purchase Agreement ("Claim") for an amount equal to \$_____ ("Claim Amount"). The facts on which this Claim is based are stated with particularity in Schedule 1 attached hereto

If the Escrow Holder does not actually receive, on or before 5:00 pm Central Time on the thirtieth (30th) day after the Escrow Holder's actual receipt of this Claim Notice, an Objection Notice, then promptly thereafter the Escrow Holder shall, without further direction or instruction, pay to the Buyer Escrow Funds equal to the Claim Amount, in accordance with the Buyer's remittance instructions.

IN WITNESS WHEREOF, the Buyer has executed and delivered this Claim Notice as of the date and year first-above written.

EXECUTION VERSION

Aequus Aerospace LLC

By _____
Authorized Signatory

SCHEDULE 1 TO CLAIM NOTICE NO. _____

The following is a statement of the facts on which the subject Claim is based.

EXHIBIT "E" TO ESCROW AGREEMENT

SELLERS AND PRO RATA SHARES

Name	Remittance information	%
Stonehenge Capital Fund Texas, LP	JP Morgan Chase Bank, N.A. ABA No. 021000021 Bank Account No. 183-125-9963	25.5%
Advantage Capital Community Development Fund, LLC	U.S. Bank, N.A. ABA No. 081000210 Bank Account No. 152303710890	25.5%
Texas ACP I, LP	The Bank of New York Mellon, N.A. ABA No. 021000018 Bank Account No. 6251238400	34%
Taylor Business Enterprises, Inc.	Branch Banking and Trust Company (formerly CitiBank Texas National Bank) ABA No. 113193532 Bank Account No. 9771891565	5%
Corey Campbell	Capital One, N.A. ABA No. 111901014 Bank Account No. 3311073086	5%
Kevin Holladay	Liberty National Bank ABA No. 111900578 Bank Account No. 1408608	5%

EXHIBIT "F" TO ESCROW AGREEMENT

[FORM OF] AWARD NOTICE NO. __

TO: Special Corporate Financial Services
Comerica Bank ("Escrow Holder")
Attention Operations Manager and Dyana Carney
Facsimile No. 415-477-3240

FROM: [As applicable: Aequus Aerospace LLC ("Buyer")] or [Brent Sacha
("Shareholders Representative")]

COPIES TO: [As applicable:
Aequus Aerospace LLC ("Buyer")
Attention Walt Sirmans
Facsimile No. (864) 881-3181]
or
[Brent Sacha ("Shareholders Representative")
Facsimile No. (214) 442-5626]

Arendes, Green, Richtermeyer & Stahl, PLLC
Attention Adam Stahl
Email: adam@agrslaw.com

Strasburger & Price LLP
Attention Richard Rafferty
Facsimile No. (214) 659-4036

SUBJECT : Escrow Agreement among the Escrow Holder, the Buyer and the Shareholders
Representative ("Agreement")

DATE: [____], 201__

This an Award Notice referenced in Subsection [as applicable: 2.1(b)(ii)] or [2.2(b)(ii)] or [2.3(b)(ii)] or [2.4(d)(ii)] of the Agreement. Initially capitalized terms used herein without definition, have the meaning ascribed thereto in the Agreement.

The dispute concerning [as applicable: [the Closing Statement Notice] or [the QSI Statement Notice]] or [the Non-WC Adjustment Statement Notice] or [Claim Notice No. ____] and any related Objection Notice have been resolved by a Final Order. Attached hereto is a complete and accurate copy of the [as applicable: [Independent Account's award] or [JAMS Order] or [Final Order]], which provides that Escrow Funds in the total amount of \$_____, are to be remitted as follows:

EXECUTION VERSION

Name and remittance information	Amount of Escrow Deposit to Such Person
[name] [Mailing address if payment by check or wiring information if by wire]	\$ _____

Promptly after its receipt of an Award Notice the Escrow Holder is hereby instructed, without further instruction, to remit Escrow Funds in accordance herewith.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Award Notice by and through its duly authorized representative as of the date and year first-above written.

[As applicable: [Aequs Aerospace LLC]

By _____
Authorized Signer]

Or
[_____
Brent Sacha, in his capacity as Shareholders
Representative

EXECUTION VERSION

ATTACH COPY OF INDEPENDENT ACCOUNT'S AWARD OR JAMS ORDER OR FINAL
ORDER

EXHIBIT "G" TO ESCROW AGREEMENT

[FORM OF] JOINT DIRECTIONS

TO: Special Corporate Financial Services
Comerica Bank ("Escrow Holder")
Attention Operations Manager and Dyana Carney
Facsimile No. 415-477-3240

FROM: Aequs Aerospace LLC ("Buyer") and Brent Sacha ("Shareholders Representative")

COPIES TO: Arendes, Green, Richtermeyer & Stahl, PLLC
Attention Adam Stahl
Email: adam@agrslaw.com

Strasburger & Price LLP
Attention Richard Rafferty
Facsimile No. (214) 659-4036

SUBJECT: Escrow Agreement among the Escrow Holder, the Buyer and the Shareholders Representative ("Agreement")

DATE: _____, 201__

These are Joint Directions of the Buyer and the Shareholders Representative referenced in Subsection **[as applicable: [2.1(b)(i)] or [2.2(b)(i)] or [2.3(b)(i)] or [2.4(d)(i)]** of the Agreement. Initially capitalized terms used herein without definition, have the meaning ascribed thereto in the Agreement.

These Joint Directions resolve the dispute **[as applicable: concerning [the Closing Statement Notice] or [the QSI Statement Notice] or [the Non-WC Adjustment Statement Notice] or [Claim Notice No. __]** and the related Objection Notice from the Shareholders Representative.

The Buyer and the Shareholders Representative instruct the Escrow Holder to, without further instructions, remit Escrow Funds totaling to \$_____ to the following persons and entities in accordance with the indicated remittance instructions:

Name and remittance information	Amount of Escrow Deposit to Such Person
[name] [Mailing address if payment by check or wiring information if by wire]	\$ _____

IN WITNESS WHEREOF, the undersigned have executed and delivered these Joint Directions by and through their respective duly authorized representatives as of the date and year first-above written.

Aequs Aerospace LLC

By _____
Authorized Signer

Brent Sacha, in his capacity as
Shareholders Representative

EXHIBIT "H" TO ESCROW AGREEMENT

[FORM OF] OBJECTION NOTICE

TO: Special Corporate Financial Services
Comerica Bank ("Escrow Holder")
Attention Operations Manager and Lawrence Nelson
Facsimile No. 415-477-3240

FROM: Brent Sacha ("Shareholders Representative")

COPY TO: Aequus Aerospace LLC ("Buyer")
Attention Walt Sirmans
Facsimile No. (864) 881-3181

Arendes, Green, Richtermeyer & Stahl, PLLC
Attention Adam Stahl
Email: adam@agrslaw.com

Strasburger & Price LLP
Attention Richard Rafferty
Facsimile No. (214) 659-4036

SUBJECT: Escrow Agreement among the Escrow Holder, the Buyer and the Shareholders
Representative ("Agreement")

DATE: _____, 20__

This is an Objection Notice to Claim Notice No. __, as referenced in Subsection 2.4(b) of the Agreement. Initially capitalized terms used, but not defined herein, have the meanings ascribed thereto in the Agreement.

The Shareholders Representative objects to the payment of the amount specified in Claim Notice No. __.

The Escrow Holder *shall not pay* out any of the Escrow Funds in connection with the subject Claim or Claim Notice unless and until it receives either Joint Directions or an Award Notice.

IN WITNESS WHEREOF, the Shareholders Representative has executed and delivered this Objection Notice as of the date and year first-above written.

Brent Sacha, in his capacity as
Shareholders Representative

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
T&K MACHINE, INC.**

The undersigned, being all the members of the board of directors (the “**Board**”) of T&K Machine, Inc., a Texas corporation (the “**Company**”), do hereby waive notice of a meeting and do hereby consent to, confirm, approve, and adopt the following actions effective as of June 2, 2015:

Stock Purchase Agreement

WHEREAS, the shareholders of the Company (the “**Shareholders**”) intend to consummate a transaction for the sale of all of the Company’s outstanding shares of Series A Convertible Preferred Stock and Common Stock (collectively, the “**Shares**”) from the Shareholders to Aequus Aerospace LLC, a Delaware limited liability company (the “**Purchaser**”), pursuant to the terms and conditions more fully described in a Stock Purchase Agreement, between the Company, the Shareholders, Purchaser and Brent T. Sacha, as representative of the Shareholders, in substantially the attached hereto as Exhibit A (the “**Stock Purchase Agreement**”);

WHEREAS, the Board has reviewed the terms of the Stock Purchase Agreement and believes it to be fair and reasonable and believes it is desirable and in the best interests of the Company and the Shareholders to enter into the Stock Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED, that, the form, terms and provisions of the Stock Purchase Agreement, and each of the other documents or instruments referenced therein to be entered into by the Company, with such modifications, amendments and alterations as the officers of the Company (each an “**Authorized Officer**” and collectively, the “**Authorized Officers**”) deem necessary, advisable and appropriate, and the Company’s execution and delivery of the Stock Purchase Agreement and the consummation of the transactions contemplated thereby, are hereby approved and adopted in all respects;

RESOLVED, FURTHER, that the Authorized Officers be, and each of them hereby is, authorized and empowered for, and in the name and on behalf of, the Company, to execute and deliver the Stock Purchase Agreement and each of the other documents or instruments referenced therein, together with all exhibits, schedules, and agreements thereto and contemplated therein, with such changes therein, deletions therefrom and additions thereto as shall be approved by any Authorized Officer executing the same, such approval to be evidenced conclusively by his execution thereof.

Transfer of Vehicle to Marshall Taylor

WHEREAS, in connection with the consummation of the transactions contemplated by the Stock Purchase Agreement, the Company intends to transfer that certain Lexus automobile currently titled in the Company's name to Marshall Taylor and to pay off any loan associated with such automobile in consideration of his agreement to transfer his Shares to the Purchaser (the "*Vehicle Transfer*");

WHEREAS, the Board believes it is desirable and in the best interests of the Company to consummate the Vehicle Transfer;

NOW, THEREFORE, BE IT RESOLVED, that the Company is authorized to consummate the Vehicle Transfer contemporaneously with the closing of the Stock Purchase Agreement and the transactions contemplated in connection therewith.

Miscellaneous

RESOLVED, FURTHER, that the officers and/or directors of the Company be, and hereby are, authorized to take, or cause to be taken, any and all action which they may deem necessary or desirable to carry out the purpose and intent of the foregoing resolutions, and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company as they may deem necessary or desirable in connection therewith, and to perform, or cause to be performed, the obligations of the Company under the agreements specified in the foregoing resolutions and any other agreements referred to or contemplated therein; and

RESOLVED, FURTHER, that the actions of any of the officers and/or directors previously taken in accordance with their proper authority or in connection with the transactions contemplated by the above resolutions and by the agreements specified therein be, and they hereby are, in all respects authorized, ratified and confirmed as the act and deed of the Company.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors of T&K Machine, Inc., as of the date first written above.

BOARD OF DIRECTORS:

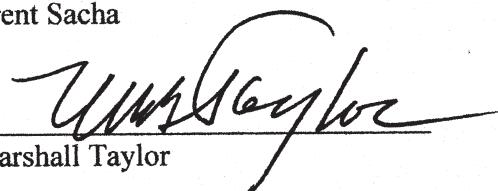
Stephen Bennett

Dan Komnenovich

J. Phillip McCormick

Anthony Metzner

Brent Sacha



Marshall Taylor

*Signature Page to Written Consent of Board of Directors of
T&K Machine, Inc.*

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors of T&K Machine, Inc., as of the date first written above.

BOARD OF DIRECTORS:



Stephen Bennett

Dan Komnenovich

J. Phillip McCormick

Anthony Metzner

Brent Sacha

Marshall Taylor

*Signature Page to Written Consent of Board of Directors of
T&K Machine, Inc.*

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors of T&K Machine, Inc., as of the date first written above.

BOARD OF DIRECTORS:

Stephen Bennett

Dari Komnenovich

J. Phillip McCormick

Anthony Metzner



Brent Sacha

Marshall Taylor

*Signature Page to Written Consent of Board of Directors of
T&K Machine, Inc.*

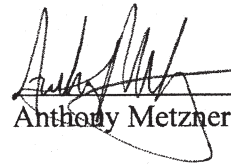
IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors of T&K Machine, Inc., as of the date first written above.

BOARD OF DIRECTORS:

Stephen Bennett

Dan Komnenovich

J. Phillip McCormick



Anthony Metzner

Brent Sacha

Marshall Taylor

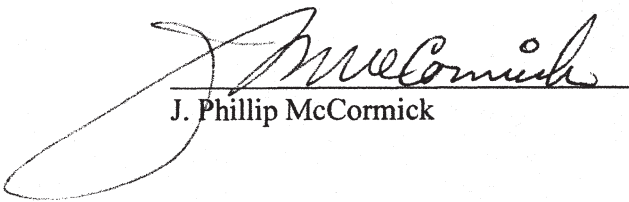
*Signature Page to Written Consent of Board of Directors of
T&K Machine, Inc.*

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors of T&K Machine, Inc., as of the date first written above.

BOARD OF DIRECTORS:

Stephen Bennett

Dan Komnenovich



J. Phillip McCormick

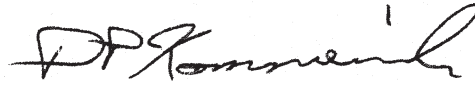
Anthony Metzner

Brent Sacha

Marshall Taylor

*Signature Page to Written Consent of Board of Directors of
T&K Machine, Inc.*

Stephen Bennett



Dan Komnenovich

J. Phillip McCormick

Anthony Metzner

Brent Sacha

Marshall Taylor

Signature Page to Written Consent of Board of Directors of
T&K Machine, Inc.

6817297.2/SP/26393/0102/051115

EXHIBIT A

STOCK PURCHASE AGREEMENT
(see attached)

6817297.2/SP/26393/0102/051115

EXHIBIT A

**STOCK PURCHASE AGREEMENT
(see attached)**

**WRITTEN CONSENT
OF THE SOLE DIRECTOR AND SOLE SHAREHOLDER OF
TAYLOR BUSINESS ENTERPRISES, INC.**

The undersigned, being the sole member of the board of directors (the “**Board**”) of Taylor Business Enterprises, Inc., a Texas corporation (the “**Company**”), and the sole shareholder of the Company, does hereby waive notice of a meeting and hereby consents to, confirms, approves, and adopts the following actions effective as of June 2, 2015:

Stock Purchase Agreement

WHEREAS, the Company currently holds 51.41 shares of Common Stock of T&K Machine, Inc., a Texas corporation (“**T&K Machine**”), which constitutes all or substantially all of the assets of the Company;

WHEREAS, the Company and the other shareholders of T&K Machine (the “**Shareholders**”) intend to consummate a transaction for the sale of all of T&K Machine’s outstanding shares of Series A Convertible Preferred Stock and Common Stock (collectively, the “**Shares**”) from the Shareholders to Aequs Aerospace LLC, a Delaware limited liability company (the “**Purchaser**”), pursuant to the terms and conditions more fully described in a Stock Purchase Agreement, between T&K Machine, the Shareholders, the Purchaser and Brent T. Sacha, as representative of the Shareholders, in substantially the form attached hereto as Exhibit A (the “**Stock Purchase Agreement**”);

WHEREAS, the Board has reviewed the terms of the Stock Purchase Agreement and believes it to be fair and reasonable and believes it is desirable and in the best interests of the Company and its sole shareholder to enter into the Stock Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED, that, the form, terms and provisions of the Stock Purchase Agreement, and each of the other documents or instruments referenced therein to be entered into by the Company, with such modifications, amendments and alterations as Marshall Taylor, the President of the Company (the “**Authorized Officer**”) deems necessary, advisable and appropriate, and the Company’s execution and delivery of the Stock Purchase Agreement and the consummation of the transactions contemplated thereby, are hereby approved and adopted in all respects by the Board and the sole shareholder;

RESOLVED, FURTHER, that the Authorized Officer be, and he hereby is, authorized and empowered for, and in the name and on behalf of, the Company, to execute and deliver the Stock Purchase Agreement and each of the other documents or instruments referenced therein, together with all exhibits, schedules, and agreements thereto and contemplated therein, with such changes therein, deletions therefrom and additions thereto as shall be approved by the Authorized

Officer executing the same, such approval to be evidenced conclusively by his execution thereof.

Miscellaneous

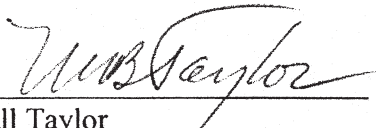
RESOLVED, FURTHER, that the officers and/or directors of the Company be, and hereby are, authorized to take, or cause to be taken, any and all action which they may deem necessary or desirable to carry out the purpose and intent of the foregoing resolutions, and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company as they may deem necessary or desirable in connection therewith, and to perform, or cause to be performed, the obligations of the Company under the agreements specified in the foregoing resolutions and any other agreements referred to or contemplated therein; and

RESOLVED, FURTHER, that the actions of any of the officers and/or directors previously taken in accordance with their proper authority or in connection with the transactions contemplated by the above resolutions and by the agreements specified therein be, and they hereby are, in all respects authorized, ratified and confirmed as the act and deed of the Company.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Board of Directors of Taylor Business Enterprises, Inc., as of the date first written above.

**SOLE DIRECTOR AND SOLE
SHAREHOLDER**



Marshall Taylor

*Signature Page to Written Consent of Board of Directors of
Taylor Business Enterprises, Inc.*

EXHIBIT A

**STOCK PURCHASE AGREEMENT
(see attached)**

**WRITTEN CONSENT
OF THE SOLE GENERAL PARTNER OF
TEXAS ACP I, LP**

The undersigned, being the sole general partner (the “**General Partner**”) of Texas ACP I, LP, a Texas limited partnership (the “**Partnership**”), does hereby waive notice of a meeting and does hereby consent to, confirm, approve, and adopt the following actions effective as of June 2, 2015:

Stock Purchase Agreement

WHEREAS, the Partnership currently holds 1,188,171.91 shares of Series A Convertible Stock and 72 shares of Common Stock of T&K Machine, Inc., a Texas corporation (“**T&K Machine**”);

WHEREAS, the Partnership and the other shareholders of T&K Machine (the “**Shareholders**”) intend to consummate a transaction for the sale of all of T&K Machine’s outstanding shares of Series A Convertible Preferred Stock and Common Stock (collectively, the “**Shares**”) from the Shareholders to Aequs Aerospace LLC, a Delaware limited liability company (the “**Purchaser**”), pursuant to the terms and conditions more fully described in a Stock Purchase Agreement, between T&K Machine, the Shareholders, the Purchaser and Brent T. Sacha, as representative of the Shareholders, in substantially the attached hereto as Exhibit A (the “**Stock Purchase Agreement**”);

WHEREAS, the General Partner has reviewed the terms of the Stock Purchase Agreement and believes it to be fair and reasonable and believes it is desirable and in the best interests of the Partnership and its partners to enter into the Stock Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED, that, the form, terms and provisions of the Stock Purchase Agreement, and each of the other documents or instruments referenced therein to be entered into by the Partnership, with such modifications, amendments and alterations as the officers of the General Partner, in its capacity as general partner of the Partnership (each an “**Authorized Officer**” and collectively, the “**Authorized Officers**”), deem necessary, advisable and appropriate, and the Partnership’s execution and delivery of the Stock Purchase Agreement and the consummation of the transactions contemplated thereby, are hereby approved and adopted in all respects;

RESOLVED, FURTHER, that the Authorized Officers be, and each of them hereby is, authorized and empowered for, and in the name and on behalf of, the General Partner, in its capacity as general partner of the Partnership, to execute and deliver the Stock Purchase Agreement and each of the other documents or instruments referenced therein, together with all exhibits, schedules, and

agreements thereto and contemplated therein, with such changes therein, deletions therefrom and additions thereto as shall be approved by any Authorized Officer executing the same, such approval to be evidenced conclusively by his execution thereof.

Miscellaneous

RESOLVED, FURTHER, that the officers and/or directors of the General Partner, in its capacity as general partner of the Partnership, be, and hereby are, authorized to take, or cause to be taken, any and all action which they may deem necessary or desirable to carry out the purpose and intent of the foregoing resolutions, and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name and on behalf of the General Partner, in its capacity as general partner of the Partnership, as they may deem necessary or desirable in connection therewith, and to perform, or cause to be performed, the obligations of the Partnership under the agreements specified in the foregoing resolutions and any other agreements referred to or contemplated therein; and

RESOLVED, FURTHER, that the actions of any of the officers and/or directors previously taken in accordance with their proper authority or in connection with the transactions contemplated by the above resolutions and by the agreements specified therein be, and they hereby are, in all respects authorized, ratified and confirmed as the act and deed of the Partnership.

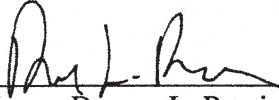
[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Sole General Partner of Texas ACP I, LP, as of the date first written above.

GENERAL PARTNER:

ADVTG GP 1, LLC

By:


Name: Damon L. Rawie
Title: Vice President

*Signature Page to Written Consent of General Partner of
Texas ACP I, LP*

EXHIBIT A

**STOCK PURCHASE AGREEMENT
(see attached)**

**WRITTEN CONSENT
OF THE SOLE MANAGER OF
STONEHENGE CAPITAL FUND TEXAS, LP**

The undersigned, being the sole manager (the “**Manager**”) of Stonehenge Capital Fund Texas, LP, a Delaware limited partnership (the “**Company**”), does hereby waive notice of a meeting and does hereby consent to, confirm, approve, and adopt the following actions effective as of June 2, 2015:

Stock Purchase Agreement

WHEREAS, the Company currently holds 1,188,171.91 shares of Series A Convertible Stock and 72 shares of Common Stock of T&K Machine, Inc., a Texas corporation (“**T&K Machine**”);

WHEREAS, the Company and the other shareholders of T&K Machine (the “**Shareholders**”) intend to consummate a transaction for the sale of all of T&K Machine’s outstanding shares of Series A Convertible Preferred Stock and Common Stock (collectively, the “**Shares**”) from the Shareholders to Aequs Aerospace LLC, a Delaware limited liability company (the “**Purchaser**”), pursuant to the terms and conditions more fully described in a Stock Purchase Agreement, between T&K Machine, the Shareholders, the Purchaser and Brent T. Sacha, as representative of the Shareholders, in substantially the attached hereto as Exhibit A (the “**Stock Purchase Agreement**”);

WHEREAS, the Manager has reviewed the terms of the Stock Purchase Agreement and believes it to be fair and reasonable and believes it is desirable and in the best interests of the Company and its member to enter into the Stock Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED, that, the form, terms and provisions of the Stock Purchase Agreement, and each of the other documents or instruments referenced therein to be entered into by the Company, with such modifications, amendments and alterations as the officers of the Manager, in its capacity as manager of the Company (each an “**Authorized Officer**” and collectively, the “**Authorized Officers**”), deem necessary, advisable and appropriate, and the Company’s execution and delivery of the Stock Purchase Agreement and the consummation of the transactions contemplated thereby, are hereby approved and adopted in all respects;

RESOLVED, FURTHER, that the Authorized Officers be, and each of them hereby is, authorized and empowered for, and in the name and on behalf of, the Manager, in its capacity as manager of the Company, to execute and deliver the Stock Purchase Agreement and each of the other documents or instruments referenced therein, together with all exhibits, schedules, and agreements thereto

and contemplated therein, with such changes therein, deletions therefrom and additions thereto as shall be approved by any Authorized Officer executing the same, such approval to be evidenced conclusively by his execution thereof.

Miscellaneous

RESOLVED, FURTHER, that the officers and/or directors of the Manager, in its capacity as manager of the Company, be, and hereby are, authorized to take, or cause to be taken, any and all action which they may deem necessary or desirable to carry out the purpose and intent of the foregoing resolutions, and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Manager, in its capacity as manager of the Company, as they may deem necessary or desirable in connection therewith, and to perform, or cause to be performed, the obligations of the Company under the agreements specified in the foregoing resolutions and any other agreements referred to or contemplated therein; and

RESOLVED, FURTHER, that the actions of any of the officers and/or directors previously taken in accordance with their proper authority or in connection with the transactions contemplated by the above resolutions and by the agreements specified therein be, and they hereby are, in all respects authorized, ratified and confirmed as the act and deed of the Company.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Written Consent of the Sole General Partner of Stonehenge Capital Fund Texas, LP, as of the date first written above.

GENERAL PARTNER:

**STONEHENGE CAPITAL FUND
TEXAS MANAGEMENT, LLC**

By: 

Name: Brent Sacha
Title: Vice President

*Signature Page to Written Consent of General Partner of
Stonehenge Capital Fund Texas, LP*

EXHIBIT A

**STOCK PURCHASE AGREEMENT
(see attached)**

**WRITTEN CONSENT
OF THE BOARD OF MANAGERS OF
ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND, LLC**

The undersigned, being all of the members of the board of managers (the “**Managers**”) of Advantage Capital Community Development Fund, LLC, a Louisiana limited liability company (the “**Company**”), do hereby waive notice of a meeting and do hereby consent to, confirm, approve, and adopt the following actions effective as of June 2, 2015:

Stock Purchase Agreement

WHEREAS, the Company currently holds 1,584,229.22 shares of Series A Convertible Stock and 96 shares of Common Stock of T&K Machine, Inc., a Texas corporation (“**T&K Machine**”);

WHEREAS, the Company and the other shareholders of T&K Machine (the “**Shareholders**”) intend to consummate a transaction for the sale of all of T&K Machine’s outstanding shares of Series A Convertible Preferred Stock and Common Stock (collectively, the “**Shares**”) from the Shareholders to Aequs Aerospace LLC, a Delaware limited liability company (the “**Purchaser**”), pursuant to the terms and conditions more fully described in a Stock Purchase Agreement, between T&K Machine, the Shareholders, the Purchaser and Brent T. Sacha, as representative of the Shareholders, in substantially the attached hereto as Exhibit A (the “**Stock Purchase Agreement**”);

WHEREAS, the Managers have reviewed the terms of the Stock Purchase Agreement and believe it to be fair and reasonable and believe it is desirable and in the best interests of the Company and its members to enter into the Stock Purchase Agreement;

NOW, THEREFORE, BE IT RESOLVED, that, the form, terms and provisions of the Stock Purchase Agreement, and each of the other documents or instruments referenced therein to be entered into by the Company, with such modifications, amendments and alterations as the officers of the Company (each an “**Authorized Officer**” and collectively, the “**Authorized Officers**”) deem necessary, advisable and appropriate, and the Company’s execution and delivery of the Stock Purchase Agreement and the consummation of the transactions contemplated thereby, are hereby approved and adopted in all respects;

RESOLVED, FURTHER, that the Authorized Officers be, and each of them hereby is, authorized and empowered for, and in the name and on behalf of, the Company, to execute and deliver the Stock Purchase Agreement and each of the other documents or instruments referenced therein, together with all exhibits, schedules, and agreements thereto and contemplated therein, with such changes therein, deletions therefrom and additions thereto as shall be approved by any

Authorized Officer executing the same, such approval to be evidenced conclusively by his execution thereof.

Miscellaneous

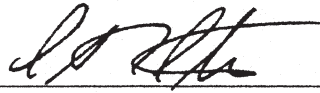
RESOLVED, FURTHER, that the officers and/or directors of the Company be, and hereby are, authorized to take, or cause to be taken, any and all action which they may deem necessary or desirable to carry out the purpose and intent of the foregoing resolutions, and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name and on behalf of the Company as they may deem necessary or desirable in connection therewith, and to perform, or cause to be performed, the obligations of the Company under the agreements specified in the foregoing resolutions and any other agreements referred to or contemplated therein; and

RESOLVED, FURTHER, that the actions of any of the officers and/or directors previously taken in accordance with their proper authority or in connection with the transactions contemplated by the above resolutions and by the agreements specified therein be, and they hereby are, in all respects authorized, ratified and confirmed as the act and deed of the Company.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Board of Managers of Advantage Capital Community Development Fund, LLC, as of the date first written above.

MANAGERS:



Steven T. Stull

Michael T. Johnson

M. Scott Murphy

*Signature Page to Written Consent of the Board of Managers of
Advantage Capital Community Development Fund, LLC*

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Board of Managers of Advantage Capital Community Development Fund, LLC, as of the date first written above.

MANAGERS:

Steven T. Stull



Michael T. Johnson

M. Scott Murphy

*Signature Page to Written Consent of the Board of Managers of
Advantage Capital Community Development Fund, LLC*

IN WITNESS WHEREOF, the undersigned has executed this Written Consent of the Board of Managers of Advantage Capital Community Development Fund, LLC, as of the date first written above.

MANAGERS:

Steven T. Stull

Michael T. Johnson

M. Scott Murphy
M. Scott Murphy

*Signature Page to Written Consent of the Board of Managers of
Advantage Capital Community Development Fund, LLC*

EXHIBIT A

**STOCK PURCHASE AGREEMENT
(see attached)**

STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequs Aerospace, LLC, a Delaware limited liability company, 2 shares of Common Stock, \$0.01 par value per share, (the "*Shares*") of T&K Machine, Inc., a Texas corporation (the "*Corporation*"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint Advantage Capital Community Development Fund, LLC as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd day of June, 2015.

David Evans, by Advantage Capital Community
Development Fund, LLC, as his attorney in fact

By: _____

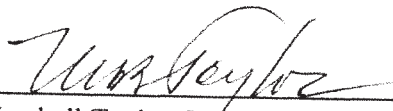
Damon L. Rawie
Vice President

STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequs Aerospace, LLC, a Delaware limited liability company, 51.41 shares of Common Stock, \$0.01 par value per share, (the "**Shares**") of T&K Machine, Inc., a Texas corporation (the "**Corporation**"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint _____ as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd day of June, 2015.

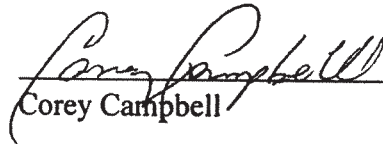
TAYLOR BUSINESS ENTERPRISES, INC.

By: 
Marshall Taylor, President

STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequs Aerospace, LLC, a Delaware limited liability company, 2 shares of Common Stock, \$0.01 par value per share, (the "**Shares**") of T&K Machine, Inc., a Texas corporation (the "**Corporation**"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint _____ as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd day of June, 2015.


Corey Campbell

STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequs Aerospace, LLC, a Delaware limited liability company, 2 shares of Common Stock, \$0.01 par value per share, (the "*Shares*") of T&K Machine, Inc., a Texas corporation (the "*Corporation*"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint _____ as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd day of June, 2015.



David Evans

**Affidavit of Lost, Stolen or Destroyed Stock Certificate
and Indemnity Agreement**

STATE OF TEXAS)

COUNTY OF SMITH)

BEFORE ME, the undersigned authority, personally appeared David Evans (the "*Affiant*"), who being by me first duly sworn, on oath deposes and says:

"1. That the Affiant is the sole and exclusive owner (the "*Owner*") of 2 shares of the common stock of T&K Machine, Inc., a Texas corporation (the "*Company*"), represented by a certificate of the Company (the "*Stock Certificate*").

"2. That the Stock Certificate was lost, stolen, or destroyed, and the Owner has not been able to recover it after diligent effort.

"3. That the Stock Certificate was not endorsed by the Owner for transfer or assignment.

"4. That the Owner is entitled to full and exclusive possession of the Stock Certificate, free and clear of all liens, encumbrances, or charges of any nature whatsoever.

"5. That the Owner agrees that if he it finds or locates the Stock Certificate, the Stock Certificate will be immediately and without consideration surrendered to the Company for cancellation.

"6. That the Owner agrees to indemnify and to hold the Company and its present and future officers, managers, directors, and agents harmless from the full amount of any loss or damage they may sustain as a result of the loss of the Share Certificate.

"7. That the laws of the State of Texas shall apply to all matters in connection with this Affidavit."

FURTHER AFFIANT SAYETH NOT.

David W. Evans
Signature

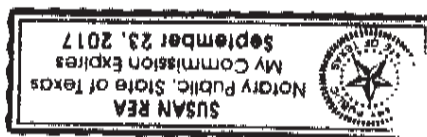
DAVID W. EVANS
Printed Name

Sworn to and subscribed before me this 24 day of June, 2015.

Susan Rea
Notary Public, State of Texas

My Commission Expires:

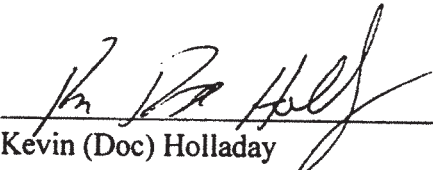
9-23-17



STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequs Aerospace, LLC, a Delaware limited liability company, 2 shares of Common Stock, \$0.01 par value per share, (the "**Shares**") of T&K Machine, Inc., a Texas corporation (the "**Corporation**"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint _____ as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd day of ^{June}~~May~~, 2015.



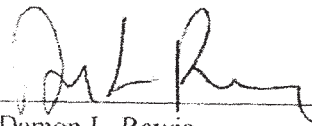
Kevin (Doc) Holladay

STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequs Aerospace, LLC, a Delaware limited liability company, 1,584,229.22 shares of Series A Convertible Preferred Stock, \$0.00001 par value per share, (the "*Shares*") of T&K Machine, Inc., a Texas corporation (the "*Corporation*"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint _____ as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd June day of May, 2015.

**ADVANTAGE CAPITAL COMMUNITY
DEVELOPMENT FUND, LLC**

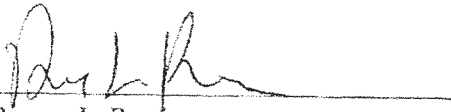
By: 
Damon L. Rawie
Vice President

STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequus Aerospace, LLC, a Delaware limited liability company, 96 shares of Common Stock, \$0.01 par value per share, (the "*Shares*") of T&K Machine, Inc., a Texas corporation (the "*Corporation*"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint _____ as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd day of June, 2015.

ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND, LLC

By: 
Damon L. Rawle
Vice President

STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequs Aerospace, LLC, a Delaware limited liability company, 72 shares of Common Stock, \$0.01 par value per share, (the "*Shares*") of T&K Machine, Inc., a Texas corporation (the "*Corporation*"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint _____ as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd day of June, 2015.

STONEHENGE CAPITAL FUND TEXAS, LP

By: Stonehenge Capital Fund Texas Management, LLC,
its Manager

By: _____

Brent T. Sacha, Authorized Representative

STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequs Aerospace, LLC, a Delaware limited liability company, 1,188,171.91 shares of Series A Convertible Preferred Stock, \$0.00001 par value per share, (the "**Shares**") of T&K Machine, Inc., a Texas corporation (the "**Corporation**"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint _____ as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd day of June, 2015.

STONEHENGE CAPITAL FUND TEXAS, LP

By: Stonehenge Capital Fund Texas Management, LLC,
its Manager

By: 

Brent T. Sacha, Authorized Representative

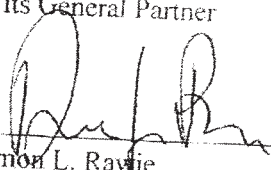
STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequus Aerospace, LLC, a Delaware limited liability company, 1,188,171.91 shares of Series A Convertible Preferred Stock, \$0.00001 par value per share, (the "*Shares*") of T&K Machine, Inc., a Texas corporation (the "*Corporation*"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint _____ as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd June day of May, 2015.

TEXAS ACP I, LP

By: ADVTG GP I, LLC,
its General Partner

By: 
Damon L. Ravie
Vice President

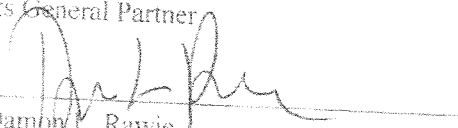
STOCK POWER

FOR VALUE RECEIVED, the undersigned does hereby transfer, assign, surrender and convey to Aequs Aerospace, LLC, a Delaware limited liability company, 72 shares of Common Stock, \$0.01 par value per share, (the "*Shares*") of T&K Machine, Inc., a Texas corporation (the "*Corporation*"), standing in the name of the undersigned on the books of the Corporation and represented by Certificate Number _____, and the undersigned does hereby irrevocably constitute and appoint _____ as its attorney to transfer the Shares on the books of the Corporation with full power of substitution in the premises.

EXECUTED to be effective the 2nd day of June, 2015.

TEXAS ACP I, LP

By: ADVTG GP I, LLC,
its General Partner

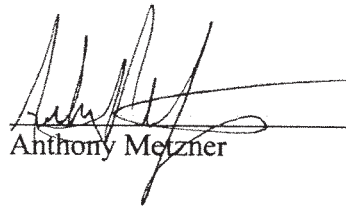
By: 
Damion L. Rawie
Vice President

RESIGNATION

June
May 2, 2015

To: Board of Directors of T & K Machine, Inc.

June
Effective as of May 2, 2015, I resign from my position as a Director on the Board of Directors for T & K Machine, Inc. as well as from any offices of T & K Machine, Inc. to which I may have been elected and/or appointed.



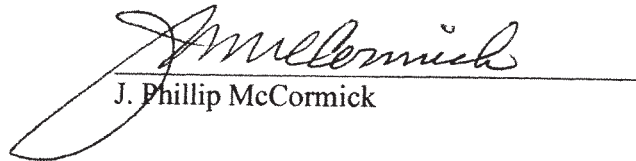
Anthony Metzner

RESIGNATION

June
May 2 2015

To: Board of Directors of T & K Machine, Inc.

Effective as of ^{June}May 2, 2015, I resign from my position as a Director on the Board of Directors for T & K Machine, Inc. as well as from any offices of T & K Machine, Inc. to which I may have been elected and/or appointed.


J. Phillip McCormick

RESIGNATION

June
May 2, 2015

To: Board of Directors of T & K Machine, Inc.

Effective as of ^{June}May 2, 2015, I resign from my position as a Director on the Board of Directors for T & K Machine, Inc. as well as from any offices of T & K Machine, Inc. to which I may have been elected and/or appointed.



Dan Komnenovich

16828571.1/SP/31188/0101/0511156828571.1/SP/31188/0101/051115

RESIGNATION

June
May 2, 2015

To: Board of Directors of T & K Machine, Inc.

Effective as of ^{June}~~May~~ 2, 2015, I resign from my position as a Director on the Board of Directors for T & K Machine, Inc. as well as from any offices of T & K Machine, Inc. to which I may have been elected and/or appointed.



Stephen Bennett

June
May 2, 2015

RESIGNATION

To: Board of Directors of T & K Machine, Inc.

Effective as of ~~May 2~~^{June}, 2015, I resign from my position as a Director on the Board of Directors for T & K Machine, Inc. as well as from any offices of T & K Machine, Inc. to which I may have been elected and/or appointed.


Brent Sacha

RESIGNATION

th
~~May 12~~, 2015

June 2,

To: Board of Directors of T & K Machine, Inc.

Effective as of ^{June} ~~May~~ 2, 2015, I resign from my position as a Director on the Board of Directors for T & K Machine, Inc. as well as from any offices of T & K Machine, Inc. to which I may have been elected and/or appointed.


Marshall Taylor

OFFICER'S CERTIFICATE

T&K MACHINE, INC.

June
May 2, 2015

The undersigned certifies that he is the President and Secretary of T&K Machine, Inc., a Texas corporation (the "**Company**"), and further certifies in his capacity as such officer and not individually that he is authorized to execute and deliver this certificate in connection with that certain Stock Purchase Agreement (the "**Purchase Agreement**") entered into by and among Stonehenge Capital Fund Texas, LP, a Texas limited partnership, Advantage Capital Community Development Fund, LLC, a Missouri limited liability company, Texas ACP I, LP, a Texas limited partnership, the other Persons listed as sellers on the signature page thereto, the Company, Aequus Aerospace LLC, a Delaware limited liability company, and Brent T. Sacha, acting solely in his representative capacity as the Shareholders' Representative. Capitalized terms used but not defined herein shall have the respective meanings given such terms in the Purchase Agreement.

1. Attached hereto as Exhibit A is a true, correct, and complete copy of the Amended and Restated Certificate of Formation of the Company, together with all amendments thereto, which is in full force and effect as of the date hereof.

2. Attached hereto as Exhibit B is a true, correct, and complete copy of the Amended and Restated Bylaws of the Company, together with all amendments thereto, which is in full force and effect as of the date hereof.

3. Attached hereto as Exhibit A is a true, correct, and complete copy of the resolutions (the "**Resolutions**") of the board of directors of the Company, whereby the board of directors of the Company have approved the Transaction Documents and the transactions contemplated under the Transaction Documents. The Resolutions remain in full force and effect as of the date hereof and have not been amended or rescinded in any respect.

4. Each officer of the Company indicated below is duly elected, qualified, and acting in the office indicated opposite such officer's name as of the date of execution of the Purchase Agreement and the date hereof, and is authorized by the Resolutions to execute in the name and on behalf of the Company the Transaction Documents and all certificates, instruments, agreements and other documents contemplated thereby to which the Company is a party. The specimen signature below is the authentic signature of such officer:

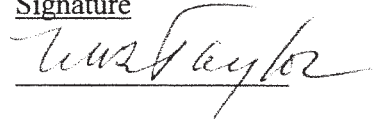
Name

Title

Signature

Marshall Taylor

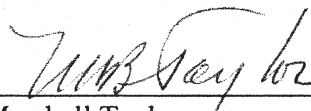
President and Secretary



[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate effective as of the date first written above.

T&K MACHINE, INC.

By: 
Name: Marshall Taylor
Title: President and Secretary

OFFICER'S CERTIFICATE

ADVANTAGE CAPITAL COMMUNITY DEVELOPMENT FUND, LLC

June 2, 2015

The undersigned certifies that he is the Vice President of Advantage Capital Community Development Fund, LLC, a Louisiana limited liability company (the “**Company**”), and further certifies in his capacity as such officer and not individually that he is authorized to execute and deliver this certificate in connection with that certain Stock Purchase Agreement (the “**Purchase Agreement**”) entered into by and among Stonehenge Capital Fund Texas, LP, the Company, Texas ACP I, LP, a Texas limited partnership, the other Persons listed as sellers on the signature page thereto, T&K Machine, Inc., a Texas corporation, Aequus Aerospace LLC, a Delaware limited liability company, and Brent T. Sacha, acting solely in his representative capacity as the Shareholders’ Representative. Capitalized terms used but not defined herein shall have the respective meanings given such terms in the Purchase Agreement.

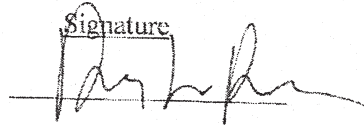
Attached hereto as Exhibit A is a true, correct, and complete copy of the resolutions (the “**Resolutions**”) of the board of managers of the Company, whereby the board of managers of the Company have approved the Transaction Documents and the transactions contemplated under the Transaction Documents. The Resolutions remain in full force and effect as of the date hereof and have not been amended or rescinded in any respect.

[Remainder of Page Intentionally Left Blank. Signature Page and Incumbency Follows.]

Each officer of the Company indicated below is duly elected, qualified, and acting in the office indicated opposite such officer's name as of the date of execution of the Purchase Agreement and the date hereof, and is authorized by the Resolutions to execute in the name and on behalf of the Company the Transaction Documents and all certificates, instruments, agreements and other documents contemplated thereby to which the Company is a party. The specimen signature below is the authentic signature of such officer:

<u>Name</u>	<u>Title</u>
Damon L. Rawie	Vice President

Signature



IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate effective as of the date first written above.

**ADVANTAGE CAPITAL COMMUNITY
DEVELOPMENT FUND, LLC**

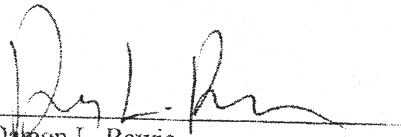
By: 
Name: Damon L. Rawie
Title: Vice President

EXHIBIT A

Resolutions

See attached.

GENERAL PARTNER'S CERTIFICATE

TEXAS ACP I, LP

June 2, 2015

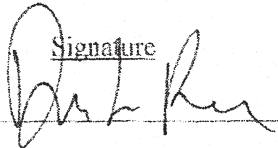
The undersigned certifies that he is the Vice President of ADVTG GP 1, LLC, a _____ limited liability company and sole general partner (the “**General Partner**”) of Texas ACP I, LP, a Texas limited partnership (the “**Partnership**”), and further certifies in his capacity as such officer and not individually that he is authorized to execute and deliver this certificate in connection with that certain Stock Purchase Agreement (the “**Purchase Agreement**”) entered into by and among Stonehenge Capital Fund Texas, LP, Advantage Capital Community Development Fund, LLC, a Louisiana limited liability company, the Partnership, a Texas limited partnership, the other Persons listed as sellers on the signature page thereto, T&K Machine, Inc., a Texas corporation, Aequus Aerospace LLC, a Delaware limited liability company, and Brent T. Sacha, acting solely in his representative capacity as the Shareholders’ Representative. Capitalized terms used but not defined herein shall have the respective meanings given such terms in the Purchase Agreement.

Attached hereto as Exhibit A is a true, correct, and complete copy of the resolutions (the “**Resolutions**”) of the General Partner on behalf of the Partnership, whereby the General Partner has approved the Transaction Documents and the transactions contemplated under the Transaction Documents. The Resolutions remain in full force and effect as of the date hereof and have not been amended or rescinded in any respect.

[Remainder of Page Intentionally Left Blank. Signature Page and Incumbency Follows.]

Each officer of the General Partner indicated below is duly elected, qualified, and acting in the office indicated opposite such officer's name as of the date of execution of the Purchase Agreement and the date hereof, and is authorized by the Resolutions to execute in the name and on behalf of the General Partner, in its capacity as sole general partner of the Partnership, the Transaction Documents and all certificates, instruments, agreements and other documents contemplated thereby to which the Partnership is a party. The specimen signature below is the authentic signature of such officer:

<u>Name</u>	<u>Title</u>
Damon L. Rawie	Vice President

Signature


IN WITNESS WHEREOF, the undersigned has executed and delivered this certificate effective as of the date first written above.

ADVTG GP 1, LLC

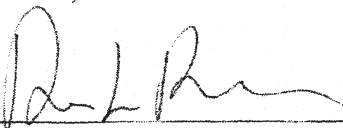
By: 
Name: Damon L. Rawie
Title: Vice President

EXHIBIT A

Resolutions

See attached.

Consultancy Agreement

This Agreement ("Agreement") is made on this the 2nd day of June, 2015.

BETWEEN

T&K Machine Inc, a Texas corporation, having its office at 5051 FM 2920, Spring, Texas 77388 (hereinafter referred as "Company").

And

Mr. Marshall Taylor, an individual resident of the State of Texas, herein referred to as "Taylor".

Hereinafter Company and Taylor are individually referred to as "Party" and collectively referred to as the "Parties".

WITNESSETH:

This Agreement is made with reference to the following facts:

- A. The Company has approached Taylor, to provide advisory services to the Company, based upon his experience and knowledge in the field of Aerospace manufacturing.
- B. Taylor has expressed his willingness to provide such advisory services to the Company.
- C. To record the mutually acceptable terms and conditions in accordance with which the services shall be rendered, the Parties wish to execute this Agreement.

Now therefore, the Parties agree as follows:

1. ENGAGEMENT.

Company hereby engages Taylor as its advisor in matters of finance, tax, and general affairs of the Company. Taylor shall, apart from day today advice over emails and phone calls, use reasonable efforts to attend meetings as reasonably requested from time-to-time by the Company (assuming reasonably adequate notice to Taylor) and render his advice in matters of finance, tax, and general affairs of the Company. Nothing contained herein shall be deemed to limit Taylor's right to perform similar advisory services for other businesses, so long as Taylor complies with the provisions of Section 4 hereof, and further provided that such services do not interfere with Taylor's performance of his services under this Section 1.

2. TERM.

This Agreement is effective upon signing of the Agreement by both Parties and shall continue until December 31, 2015 unless extended mutually by the Parties in

writing (the "Term"). This Agreement can be terminated by either Party for convenience, with prior written notice of thirty (30) calendar days.

3. COMPENSATION.

In consideration for entering into this Agreement and the services to be rendered to the Company, the Company shall pay Taylor US\$10,000 (Ten Thousand United States Dollars) per calendar quarter during the Term of the Agreement. Payments hereunder shall be made on the first day of the month immediately following the end of each quarterly period during the Term. In the event that the Term shall end prior to the conclusion of the then current quarterly period, the final payment hereunder shall be prorated for the actual number of days of such quarter completed prior to the end of the Term, and payment thereof shall be made on the first day of the month immediately following the month of the end of the Term. Taylor shall also be entitled to reimbursement for all out of pocket costs incurred by him, including any travel costs, which shall have been pre-approved, in writing, by an officer of the Company to the extent necessary or appropriate given time constraints, and subject to Taylor's provision of reasonable substantiation of such costs (e.g., paid receipts).

4. CONFIDENTIALITY; NON-COMPETITION; NON-COMPETE.

Taylor acknowledges that the provisions of this Section 4 are in addition to, and are not in substitution for, the covenants and obligations of Taylor under that certain Stock Purchase Agreement, being executed and delivered contemporaneously herewith, with, among others, Taylor and the Company (the "Purchase Agreement"), and the Company shall be entitled to enforce the provisions of the Purchase Agreement and the provisions of this Agreement simultaneously, or independently, at the Company's option.

As used in this Agreement, "Confidential Information" means all non-public information disclosed by or relating to the Company and its affiliates that is designated as confidential or not, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, but only to the extent such information is provided or disclosed to Taylor after the date hereof or made available to him after the date hereof. Confidential Information includes, without limitation, (i) all non-public information relating to Company's technology, customers, business plans, promotional and marketing activities, finances and other business strategy and affairs, and (ii) all third-party information that the Company is obligated to keep confidential. Confidential Information may be contained in tangible materials, such as drawings, data, specifications, reports and computer programs, or may be in the nature of unwritten knowledge.

Taylor may use Confidential Information only in pursuit of his relationship with, and for the sole benefit of, the Company. Except as expressly provided in this Agreement, Taylor will not disclose Confidential Information to anyone without Company's prior written consent during the Term or thereafter. Taylor will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information.

Any and all inventions and other intellectual property developed by Taylor during the Term in the course of performing his services pursuant to the provisions of Section 1 hereof, shall be deemed "works made for hire", and all right title and interest in and to any such inventions and other intellectual property shall, without the need for any additional action, be deemed vested in the Company.

Taylor further covenants and agrees that he will not, during the Term:

- i. carry on or be engaged in or provide advice to, lend money to, guarantee the debts or obligations of, or permit his name to be used or employed by any person engaged in or concerned with or interested in a business or enterprise which competes with the business of the Company, except as permitted under Section 6.02(a) of the Purchase Agreement; and/or
- ii solicit, accept business from or interfere with the business then conducted by the Company with, any supplier, customer or client of the Company.

Taylor acknowledges that confidential information and the Company's business relations with its employees, customers and suppliers are of critical importance to the Company and a violation of any provision of this section would seriously and irreparably impair and damage the Company's business, for which damages would not be an adequate remedy, and the Company therefore consents to the enforcement of this covenant by the equitable remedy of injunctive relief.

5. INDEPENDENT CONTRACTOR.

Taylor shall be an independent contractor in rendering advice. This Agreement shall not be interpreted as creating an association, joint venture, or partnership relationship between the Parties or as imposing any employment, or partnership obligation, or liability on any party. Taylor shall not be entitled to, and shall not attempt to, create or assume any obligation, express or implied, on behalf of Company. Company shall have no obligation to withhold or pay income tax, workers' compensation, pension, deferred compensation, welfare, insurance, and other employee related taxes and levies.

6. MISCELLANEOUS.

The laws of State of Texas shall govern this Agreement. Venue for any action brought pursuant to the terms hereof shall be in Dallas, Texas.

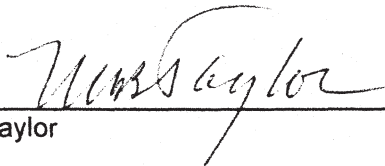
Save as otherwise provided in any other agreement between the Parties, this Agreement sets forth the entire understanding and agreement of the Parties as to the subject matter of this Agreement. It may be changed only by written amendment signed by the Parties.

This Agreement may be executed in two (2) numbers of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

BY : _____
Authorized Signatory
Company

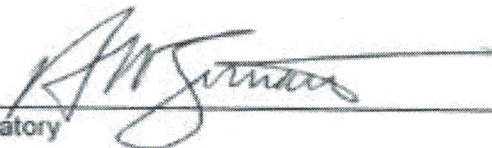
BY :  _____
Marshall Taylor

EXECUTION COPY

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

BY :



Authorised Signatory
Company

Marshall Taylor

ADVANTAGE CAPITAL PARTNERS

5000 Plaza on the Lake, Suite 195
Austin, Texas 78746

June 10, 2015

David Evans
c/o Ford Family Properties
15844 Hwy 31 West
Tyler, Texas 75709

Re: T&K Machine - Drag-Along Notice

This Drag-Along Notice is being sent to you pursuant to that certain Amended and Restated Shareholders' Agreement by and between Stonehenge Capital Fund Texas, LP, Advantage Capital Community Development Fund, LLC, Texas ACP I, LP (collectively, the "**Preferred Shareholders**"), you, Taylor Business Enterprises, Inc., Corey Campbell and Kevin Holladay (collectively, the "**Common Shareholders**"), and T&K Machine, Inc., a Texas corporation (the "**Company**"), dated as of March 31, 2010 (the "**Shareholders' Agreement**"). Capitalized terms not defined herein shall have the meaning set forth in the Stock Purchase Agreement (defined below). For your reference, a copy of the Shareholders' Agreement is enclosed with this Drag-Along Notice.

Section 4.1 of the Shareholders' Agreement provides that if the holders of not less than 67% of all issued and outstanding shares of the capital stock of the Company (the "**Super Majority Owners**") wish to sell or otherwise transfer all of their shares of the capital stock of the Company (the "**Shares**") to a bona fide third party purchaser, then such Super Majority Owners shall have the right to require all of the other Common Shareholders and Preferred Shareholders to sell all of their Shares to such purchaser in connection with such sale on the terms and conditions set forth in such purchaser's offer to purchase.

In accordance with the Shareholders' Agreement, Advantage Capital Partners, in its capacity as representative of the Super Majority Owners, hereby notifies you (i) that the Preferred Shareholders and certain Common Shareholders each intend to sell all of their respective Shares to Aequus Aerospace, Inc. (the "**Purchaser**") pursuant to that certain Stock Purchase Agreement, by and between the Preferred Shareholders, the Common Shareholders (collectively, the "**Sellers**"), the Company and the Purchaser (the "**Stock Purchase Agreement**") for a purchase price of Five Million and 00/100 Dollars (\$5,000,000) (the "**Purchase Price**"); (ii) that the Preferred Shareholders collectively hold greater than 67% of all issued and outstanding shares of capital stock of the Company and constitute the "Super Majority Owners" for purposes of this Drag-Along Notice; and (iii) of the intention of the Super Majority Owners to exercise their drag along rights as set forth in Section 4.1 of the Shareholders' Agreement to cause you to sell your Shares of Common Stock pursuant to the Stock Purchase Agreement. A copy of the Stock Purchase Agreement is attached hereto as Exhibit A.

Pursuant to Section 4.1 of the Shareholders' Agreement, the aggregate proceeds from the sale by Sellers to the Purchaser of the Shares shall be allocated among the Sellers in the manner set forth in Article IV, Section B2 (the "**Distribution Provisions**") of the Company's Amended and Restated Certificate of Formation filed with the Secretary of State of the State of Texas on April 23, 2010 (the "**Certificate of Formation**"). For your reference, a copy of the Certificate of Formation is enclosed with this Drag-Along Notice.

The Distribution Provisions provide that the holders of Preferred Stock shall be entitled to receive out of the Aggregate Consideration (as defined below) paid by the Purchaser for the Shares pursuant to the Stock Purchase Agreement an amount equal to the Series A Liquidation Preference (as defined in the Certificate of Formation) prior to any payment of the Aggregate Consideration being made to the holders of Common Stock of the Company.

The Series A Liquidation Preference currently exceeds (i) the Purchase Price (including the reasonably expected amount of the Closing Adjustment, which may be a negative number) to be paid by the Purchaser pursuant to the Stock Purchase Agreement, minus (ii) the reasonably expected amount of QSI Scrap Consideration to be paid by the Preferred Shareholders pursuant to the Stock Purchase Agreement, minus (iii) the Debt Repayment to be paid by the Purchaser pursuant to the Stock Purchase Agreement, plus (iv) the reasonably expected amount of the Non-WC Adjustment to be paid by the Purchaser pursuant to the Stock Purchase Agreement (such total amount, the "**Aggregate Consideration**"). **Consequently, the Distribution Provisions provide that the holders of Common Stock, including you, are not entitled to receive any portion of the Aggregate Consideration payable under the Stock Purchase Agreement.**

However, the Preferred Holders have agreed that you will receive \$250 if, and only if, you sign and deliver to Strasburger & Price, LLP, 901 Main Street, Suite 4400, Dallas, Texas 75202, Attention Richard Rafferty, by June 25, 2015, (i) your signature page to the Stock Purchase Agreement that is enclosed with the Drag-Along Notice, and (ii) the stock power that is enclosed with the Drag-Along Notice duly executed in blank. You will also need to send to Mr. Rafferty, the stock certificate representing the Shares owned by you or, if such certificate has been lost or destroyed, an affidavit of such loss or destruction. If you have lost your share certificate or if it has been destroyed, please contact Mr. Rafferty at 214.651.4417 or Richard.rafferty@strasburger.com to request an appropriate affidavit of such loss or destruction.

Please do not hesitate to contact Mr. Rafferty should you have any questions.

**Advantage Capital Community Development
Fund, LLC**

By: _____

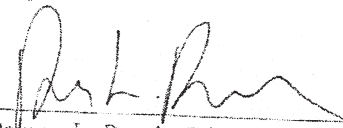

Damon L. Rawie, Vice President

Exhibit A

**Stock Purchase Agreement
(attached)**

Letter of Comfort

Date: June 2, 2015

To

Stonchenge Capital Fund Texas, LP,
Advantage Capital Community Development Fund, LLC,
ACP I, LP

Gentlemen,

In reference to Share Purchase Agreement executed between you (collectively "Sellers") and Aequus Aerospace LLC, a Delaware Company ("Buyer") for acquisition, by Buyer from Sellers, of all the outstanding stock of T&K Machine, Inc., a Texas corporation headquartered in Paris, Texas ("T&K"), on terms as more fully mentioned in the said Share Purchase Agreement ("SPA").

In this connection, we confirm on behalf of Aerostructures Manufacturing India Private Limited ("AMI") the above mentioned SPA has been executed by Buyer with AMI's full knowledge and consent. In consideration thereof and as an inducement for you to enter into the SPA, we hereby confirm that, (i) AMI owns 100% of capital interest of Buyer and that AMI will maintain its current ownership (directly or indirectly) of Buyer at all times during the term of the SPA and the Promissory Notes issued to you by Buyer under the terms of the SPA (the "Notes"), (ii) AMI will continue to exercise such supervision and control over Buyer, including the operations of T&K in Paris, Texas, as is appropriate to ensure Buyer's good financial condition and timely performance of its obligations under the SPA and Notes towards Sellers, (iii) AMI has provided Buyer with the Letter of Guarantee attached hereto as Exhibit A and if Buyer requires extra capital in order to perform its obligations to Sellers under the SPA and Notes when such obligations become due, AMI will provide to Buyer the funding necessary for AMI to perform such obligations, (iv) AMI will not allow Buyer to make any distributions to AMI in respect of AMI's ownership of Buyer until the amounts owed to Sellers under the Notes have been paid in full, and (iii) AMI will cause Buyer to maintain ownership of 100% of the equity of T&K at all times during the term of the SPA and the Notes (Directly or indirectly).

This letter of comfort has been duly authorized by all necessary actions for signature and the person signing this letter is duly authorized to do.

Thanking you

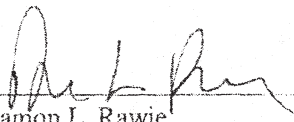
For Aerostructures Manufacturing India Private Limited


Director

ACKNOWLEDGEMENT:

The undersigned acknowledge receipt of this letter and each of them confirms that it will rely upon the statements made in the letter in entering into the SPA and the Notes in Texas and performing its obligations under the SPA and Notes in Texas.

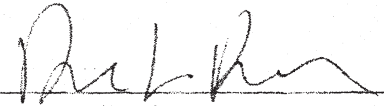
**ADVANTAGE CAPITAL COMMUNITY
DEVELOPMENT FUND, LLC**

By: 
Damon L. Rawie
Vice President

Date: _____

TEXAS ACP I, LP

By: ADVTG GP 1, LLC,
its General Partner

By: 
Damon L. Rawie
Vice President

Date: _____

STONEHENGE CAPITAL FUND TEXAS, LP

By: Stonehenge Capital Fund Texas Management,
LLC, its General Partner

By: _____
Brent Sacha, Authorized Representative

Date: _____

ACKNOWLEDGEMENT:

The undersigned acknowledge receipt of this letter and each of them confirms that it will rely upon the statements made in the letter in entering into the SPA and the Notes in Texas and performing its obligations under the SPA and Notes in Texas.

**ADVANTAGE CAPITAL COMMUNITY
DEVELOPMENT FUND, LLC**

By: _____
Damon L. Rawie
Vice President

Date: _____

TEXAS ACP I, LP

By: ADVTG GP I, LLC,
its General Partner

By: _____
Damon L. Rawie
Vice President

Date: _____

STONEHENGE CAPITAL FUND TEXAS, LP

By: Stonehenge Capital Fund Texas Management,
LLC, its General Partner

By: _____
Brent T. Sacha, Authorized
Representative

Date: 5/20/15

RELEASE AGREEMENT

This Release Agreement, dated June 2, 2015 (the “**Release Agreement**”), is by and between Anthony Metzner, an individual residing at 190 Carondolet Plaza, Suite 1500, Clayton, Missouri 63105 (“**Director**”), and T&K Machine, Inc., a Texas corporation (the “**Company**”). Director and the Company are sometimes hereinafter referred to a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, contemporaneously with the execution of this Release Agreement, all of the equity ownership interests in the Company are being acquired by Aequs Aerospace, LLC, a Delaware limited liability company (“**Aequs**”) pursuant to the terms of that certain Stock Purchase Agreement (the “**Stock Purchase Agreement**”), dated as of even date herewith; and

WHEREAS, pursuant to the terms of the Stock Purchase Agreement, at the Closing (as defined in the Stock Purchase Agreement) of the transactions contemplated by the Stock Purchase Agreement, Aequs has required that all of the officers and directors of the Company (i) immediately prior to the Closing, resign their positions as officers and directors of the Company, (ii) upon the Closing, release the Company and its Affiliates from any and all claims that they have or may have, and (iii) upon the Closing, covenant and agree not to sue the Company in respect of any and all such claims, in each case, upon the terms and conditions set forth herein; and

WHEREAS, in accordance with the terms of Section 2.15(d) of the Stock Purchase Agreement, and as an inducement to Director to enter into this Release Agreement, the Company has purchased, at the Company’s cost and expense, a fully pre-paid in advance, non-cancellable extended run off insurance policy extending coverage under the Company’s existing directors and officers insurance policy for a period of six (6) years following the Closing, which policy provides coverage (subject to the terms and conditions of such policy) to Director in his capacity as a former director or officer of the Company.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises set forth above and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions; Recitals. Capitalized terms used and not defined in this Release Agreement have the respective meanings assigned to them in the Stock Purchase Agreement. The recitals to this Release Agreement are hereby incorporated herein as if fully set forth in this Release Agreement.
2. Resignation. Effective on the date hereof, Director hereby resigns from Director's position as a director on the Board of Directors of the Company, as well as from any offices of the Company to which Director has been, or may have been, elected and/or appointed.
3. Release of the Company; Covenant Not to Sue. As a material inducement to Aequus to enter into the Stock Purchase Agreement, and in consideration of the covenants, agreements and undertakings of Aequus and the Company under the Stock Purchase Agreement and this Release Agreement, effective on the date hereof, Director hereby covenants and agrees as follows:

(a) Director, on behalf of himself and his Affiliates, representatives, administrators, family members, executors and trustees (collectively, "**Director Parties**") hereby releases, waives and forever discharges the Company and its present and former, direct and indirect, parents, subsidiaries, Affiliates (including, without limitation, Aequus), employees, officers, directors, shareholders (including, without limitation, each Seller), agents, representatives, successors and assigns (collectively, the "**Company Parties**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, "**Released Claims**"), arising prior to the date hereof, which Director Parties ever had, now has, or hereafter can, shall, or may have against any of such Company Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders' Agreement, the Investors' Rights Agreement, and/or Certificate of Formation (including, without limitation, any rights of Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation) or any agreement between the Company and Director providing for indemnification of Director in Director's capacity as a director or officer of the Company; provided, that, the Released Claims shall not include (i) any rights of any Director under this Release Agreement, and (ii) any rights of Director under the exculpation provisions of Article V (Liability of Directors) of the Company's Certificate of Formation.

(b) Director, on his behalf and on behalf of the other Director Parties, understands that he may later discover Released Claims or facts that may be different from, or in addition to, those that it or any Director Parties now know or believe to exist regarding the subject matter of the release contained in this Release Agreement, and

which, if known at the time of signing this Release Agreement, may have materially affected the release set forth herein and Director's decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Director, on his behalf and on behalf of the other Director Parties, intends to fully, finally and forever settle and release all Released Claims that now exist, may exist or previously existed, as set forth in the release contained herein, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Director, on his behalf and on behalf of the other Director Parties, hereby waives any right or Released Claim that might arise as a result of such different or additional Released Claims or facts.

(c) Director, on his behalf and on behalf of the other Director Parties, hereby irrevocably covenants that at no time will Director, directly or indirectly, alone or by, with or through others (including, without limitation, any other Director Parties), commence, maintain or prosecute any suit, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Company Parties in respect of or based upon: (i) any one or more of the Released Claims; or (ii) any right or cause of action (whenever ripening) arising under (x) the Certificate of Formation (other than Article V (Liability of Directors) of the Certificate of Formation), including, without limitation, any rights of any Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation; (y) any agreement between the Company and such Director providing for indemnification of such Director in such Director's capacity as a director or officer of the Company; and/or (z) any statutory or common law right to indemnification in such Director's capacity as a director or officer of the Company

4. Directors and Officers Insurance. As additional consideration for Director to enter into this Release Agreement, the Company has purchased and fully pre-paid in advance a non-cancellable extended run off insurance policy that cannot be amended or affected in any way by the Company, extending coverage under the Company's existing directors and officers insurance policy for a period of six years after the date hereof, and otherwise containing such provisions as are customary. Notwithstanding anything in this Agreement, the Company's existing directors and officers insurance policy (as extended as described herein), nor in any other agreement with or among the Company and the Director, the Company shall not be obligated to, and shall have no liability in respect of the payment of, any and all retentions required to be paid under the Company's directors and officers insurance policy.

5. Release by the Company; Covenant Not to Sue. As a material inducement to to the Director to enter into this Release Agreement, and in consideration of the covenants,

agreements and undertakings of the Company under this Release Agreement, effective on the date hereof, the Company hereby covenants and agrees as follows:

(a) The Company, on behalf of itself and its present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, partners, successors, assigns, representatives, administrators, family members, executors and trustees (collectively, “**Company Releasors**”) hereby releases, waives and forever discharges the Director and his present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, agents, representatives, successors and assigns (collectively, “**Director Parties**”) of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, “**Company Released Claims**”), arising prior to the Closing Date, which any of such Company Releasors ever had, now has, or hereafter can, shall, or may have against any of such Director Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders’ Agreement, the Investors’ Rights Agreement, and/or Certificate of Formation; provided, that, the Company Released Claims shall not include any rights of any Company Releasor under the Stock Purchase Agreement or any other Transaction Document. For the avoidance of doubt, the Company Released Claims shall not include any claims underlying any claims for indemnification that any Company Releasor may have under Article IX of the Stock Purchase Agreement.

(b) The Company, on its behalf and on behalf of the other Company Releasors, understands that the Company Releasors may later discover Company Released Claims or facts that may be different from, or in addition to, those that it or any other Company Releasor now knows or believes to exist regarding the subject matter of the release contained in this Release Agreement, and which, if known at the time of signing this Agreement, may have materially affected the release set forth in this Release Agreement and such Company Releasor’s decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Company Releasors intend to fully, finally and forever settle and release all Company Released Claims that now exist, may exist or previously existed, as set forth in the release contained in this Release Agreement, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Company Releasors hereby waive any right or Company Released Claim that might arise as a result of such different or additional Company Released Claims or facts.

(c) The Company, on its behalf and on behalf of the other Company Releasors, hereby irrevocably covenants that at no time will such Company Releasor, directly or indirectly, alone or by, with or through others, commence, maintain or prosecute any suite, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Director Parties in respect of or based upon any one or more of the Company Released Claims.

6. Miscellaneous.

(a) Any notices, requests, consents, claims, demands, waivers, summons or other legal process, or similar types of communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Release Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this section.

(b) This Release Agreement and all matters arising out of or relating to this Release Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or relating to this Release Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of Dallas and County of Dallas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail in accordance with **Section 6(a)** will be effective service of process for any suit, action or other proceeding brought in any such court.

(c) This Release Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.

(d) This Release Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) This Release Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Release Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Release Agreement.

(f) For purposes of this Release Agreement, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Release Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties drafted this Release Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(g) The headings in this Release Agreement are for reference only and do not affect the interpretation of this Release Agreement.

(h) If any term or provision of this Release Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Release Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Each of the Parties shall, and shall cause its respective Affiliates to, from time to time at the request and sole expense of the other Party, without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate and desirable to carry out the provisions of this Release Agreement and give effect to the transactions contemplated hereby.

(j) This Release Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

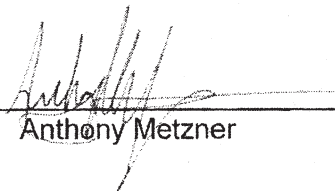
(k) Each Party shall pay its own costs and expenses in connection with the drafting, negotiation and execution of this Release Agreement (including the fees and expenses of its advisors, accounts and legal counsel).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

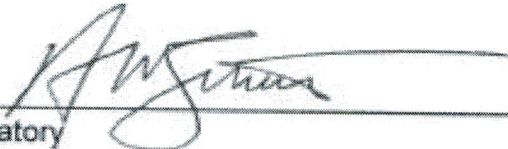
BY: _____
Authorized Signatory
Company

BY:  _____
Anthony Metzner

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

BY :



Authorized Signatory
Company

BY :

Anthony Metzner

RELEASE AGREEMENT

This Release Agreement, dated June 2, 2015 (the “**Release Agreement**”), is by and between Marshall Taylor, an individual residing at 11018 Westmere Circle, Dallas, Texas 75230 (“**Director**”), and T&K Machine, Inc., a Texas corporation (the “**Company**”). Director and the Company are sometimes hereinafter referred to a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, contemporaneously with the execution of this Release Agreement, all of the equity ownership interests in the Company are being acquired by Aequus Aerospace, LLC, a Delaware limited liability company (“**Aequus**”) pursuant to the terms of that certain Stock Purchase Agreement (the “**Stock Purchase Agreement**”), dated as of even date herewith; and

WHEREAS, pursuant to the terms of the Stock Purchase Agreement, at the Closing (as defined in the Stock Purchase Agreement) of the transactions contemplated by the Stock Purchase Agreement, Aequus has required that all of the officers and directors of the Company (i) immediately prior to the Closing, resign their positions as officers and directors of the Company, (ii) upon the Closing, release the Company and its Affiliates from any and all claims that they have or may have, and (iii) upon the Closing, covenant and agree not to sue the Company in respect of any and all such claims, in each case, upon the terms and conditions set forth herein; and

WHEREAS, Aequus and Director’s Affiliate, Taylor Business Enterprises, Inc., have mutually required that, as a condition to their respective execution and delivery of the Stock Purchase Agreement, the Company and Director (i) mutually terminate that certain Employment Agreement, dated May 26, 2015 (the “**Employment Agreement**”), and (ii) enter into that certain Consultancy Agreement being executed and delivered contemporaneously herewith (the “**Consultancy Agreement**”); and

WHEREAS, in accordance with the terms of Section 2.15(d) of the Stock Purchase Agreement, and as an inducement to Director to enter into this Release Agreement, the Company has purchased, at the Company’s cost and expense, a fully pre-paid in advance, non-cancellable extended run off insurance policy extending coverage under the Company’s existing directors and officers insurance policy for a period of six (6) years following the Closing, which policy provides coverage (subject to the terms and conditions of such policy) to Director in his capacity as a former director or officer of the Company.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises set forth above and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions; Recitals. Capitalized terms used and not defined in this Release Agreement have the respective meanings assigned to them in the Stock Purchase Agreement. The recitals to this Release Agreement are hereby incorporated herein as if fully set forth in this Release Agreement.
2. Resignation. Effective on the date hereof, Director hereby resigns from Director's position as a director on the Board of Directors of the Company, as well as from any offices of the Company to which Director has been, or may have been, elected and/or appointed.
3. Termination Of Employment Agreement; Execution Consultancy Agreement. Effective on the date hereof, the Employment Agreement is hereby mutually terminated by the Parties. Contemporaneously herewith, the Parties have mutually executed and delivered the Consultancy Agreement.
4. Release of the Company; Covenant Not to Sue. As a material inducement to Aequus to enter into the Stock Purchase Agreement, and in consideration of the covenants, agreements and undertakings of Aequus and the Company under the Stock Purchase Agreement and this Release Agreement, effective on the date hereof, Director hereby covenants and agrees as follows:

(a) Director, on behalf of himself and his Affiliates, representatives, administrators, family members, executors and trustees (collectively, "**Director Parties**") hereby releases, waives and forever discharges the Company and its present and former, direct and indirect, parents, subsidiaries, Affiliates (including, without limitation, Aequus), employees, officers, directors, shareholders (including, without limitation, each Seller), agents, representatives, successors and assigns (collectively, the "**Company Parties**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, "**Released Claims**"), arising prior to the date hereof, which Director Parties ever had, now has, or hereafter can, shall, or may have against any of such Company Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under [the Employment Agreement,] the Shareholders' Agreement, the Investors' Rights Agreement, and/or Certificate of

Formation (including, without limitation, any rights of Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation) or any agreement between the Company and Director providing for indemnification of Director in Director's capacity as a director or officer of the Company; provided, that, the Released Claims shall not include (i) any rights of any Director under this Release Agreement, [and] (ii) any rights of Director under the exculpation provisions of Article V (Liability of Directors) of the Company's Certificate of Formation, and (iii) any rights of Director and any of his Affiliates (including TBEP, L.P.) relating to the proposed transfer of real estate and building to Aequs (or its Affiliate) and the lease of such property.

(b) Director, on his behalf and on behalf of the other Director Parties, understands that he may later discover Released Claims or facts that may be different from, or in addition to, those that it or any Director Parties now know or believe to exist regarding the subject matter of the release contained in this Release Agreement, and which, if known at the time of signing this Release Agreement, may have materially affected the release set forth herein and Director's decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Director, on his behalf and on behalf of the other Director Parties, intends to fully, finally and forever settle and release all Released Claims that now exist, may exist or previously existed, as set forth in the release contained herein, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Director, on his behalf and on behalf of the other Director Parties, hereby waives any right or Released Claim that might arise as a result of such different or additional Released Claims or facts.

(c) Director, on his behalf and on behalf of the other Director Parties, hereby irrevocably covenants that at no time will Director, directly or indirectly, alone or by, with or through others (including, without limitation, any other Director Parties), commence, maintain or prosecute any suit, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Company Parties in respect of or based upon: (i) any one or more of the Released Claims; or (ii) any right or cause of action (whenever ripening) arising under (x) the Certificate of Formation (other than Article V (Liability of Directors) of the Certificate of Formation), including, without limitation, any rights of any Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation; (y) any agreement between the Company and such Director providing for indemnification of such Director in such Director's capacity as a director or officer of the Company; and/or (z) any statutory or common law right to indemnification in such Director's capacity as a director or officer of the Company

5. Directors and Officers Insurance. As additional consideration for Director to enter into this Release Agreement, the Company has purchased and fully pre-paid in

advance a non-cancellable extended run off insurance policy that cannot be amended or affected in any way by the Company, extending coverage under the Company's existing directors and officers insurance policy for a period of six years after the date hereof, and otherwise containing such provisions as are customary. Notwithstanding anything in this Agreement, the Company's existing directors and officers insurance policy (as extended as described herein), nor in any other agreement with or among the Company and the Director, the Company shall not be obligated to, and shall have no liability in respect of the payment of, any and all retentions required to be paid under the Company's directors and officers insurance policy.

6. Release by the Company; Covenant Not to Sue. As a material inducement to to the Director to enter into this Release Agreement, and in consideration of the covenants, agreements and undertakings of the Company under this Release Agreement, effective on the date hereof, the Company hereby covenants and agrees as follows:

(a) The Company, on behalf of itself and its present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, partners, successors, assigns, representatives, administrators, family members, executors and trustees (collectively, "**Company Releasors**") hereby releases, waives and forever discharges the Director and his present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, agents, representatives, successors and assigns (collectively, "**Director Parties**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, "**Company Released Claims**"), arising prior to the Closing Date, which any of such Company Releasors ever had, now has, or hereafter can, shall, or may have against any of such Director Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders' Agreement, the Investors' Rights Agreement, and/or Certificate of Formation; provided, that, the Company Released Claims shall not include any rights of any Company Releasor under the Stock Purchase Agreement or any other Transaction Document. For the avoidance of doubt, the Company Released Claims shall not include any claims underlying any claims for indemnification that any Company Releasor may have under Article IX of the Stock Purchase Agreement.

(b) The Company, on its behalf and on behalf of the other Company Releasors, understands that the Company Releasors may later discover Company Released Claims or facts that may be different from, or in addition to, those that it or any other Company Releasor now knows or believes to exist regarding the subject matter of

the release contained in this Release Agreement, and which, if known at the time of signing this Agreement, may have materially affected the release set forth in this Release Agreement and such Company Releasor's decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Company Releasors intend to fully, finally and forever settle and release all Company Released Claims that now exist, may exist or previously existed, as set forth in the release contained in this Release Agreement, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Company Releasors hereby waive any right or Company Released Claim that might arise as a result of such different or additional Company Released Claims or facts.

(c) The Company, on its behalf and on behalf of the other Company Releasors, hereby irrevocably covenants that at no time will such Company Releasor, directly or indirectly, alone or by, with or through others, commence, maintain or prosecute any suite, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Director Parties in respect of or based upon any one or more of the Company Released Claims.

7. Miscellaneous.

(a) Any notices, requests, consents, claims, demands, waivers, summons or other legal process, or similar types of communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Release Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this section.

(b) This Release Agreement and all matters arising out of or relating to this Release Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or relating to this Release Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of Dallas and County of Dallas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail in accordance with **Section 7(a)** will be effective service of process for any suit, action or other proceeding brought in any such court.

(c) This Release Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.

(d) This Release Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) This Release Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Release Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Release Agreement.

(f) For purposes of this Release Agreement, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Release Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties drafted this Release Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(g) The headings in this Release Agreement are for reference only and do not affect the interpretation of this Release Agreement.

(h) If any term or provision of this Release Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Release Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Each of the Parties shall, and shall cause its respective Affiliates to, from time to time at the request and sole expense of the other Party, without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate and desirable to carry out the provisions of this Release Agreement and give effect to the transactions contemplated hereby.

(j) This Release Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

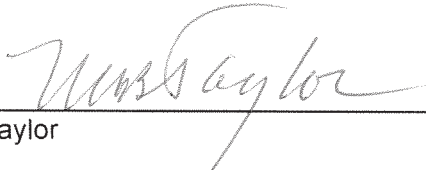
(k) Each Party shall pay its own costs and expenses in connection with the drafting, negotiation and execution of this Release Agreement (including the fees and expenses of its advisors, accounts and legal counsel).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

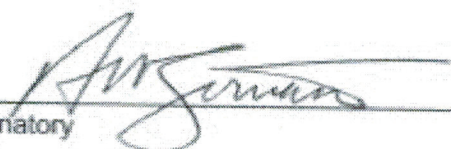
BY : _____
Authorized Signatory
Company

BY :  _____
Marshall Taylor

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

BY :



Authorized Signatory
Company

BY :

Marshall Taylor

RELEASE AGREEMENT

This Release Agreement, dated June 2, 2015 (the “**Release Agreement**”), is by and between Dan Komnenovich, an individual residing at 4210 Lorraine Ave, Dallas, Texas, 75205 (“**Director**”), and T&K Machine, Inc., a Texas corporation (the “**Company**”). Director and the Company are sometimes hereinafter referred to a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, contemporaneously with the execution of this Release Agreement, all of the equity ownership interests in the Company are being acquired by Aequus Aerospace, LLC, a Delaware limited liability company (“**Aequus**”) pursuant to the terms of that certain Stock Purchase Agreement (the “**Stock Purchase Agreement**”), dated as of even date herewith; and

WHEREAS, pursuant to the terms of the Stock Purchase Agreement, at the Closing (as defined in the Stock Purchase Agreement) of the transactions contemplated by the Stock Purchase Agreement, Aequus has required that all of the officers and directors of the Company (i) immediately prior to the Closing, resign their positions as officers and directors of the Company, (ii) upon the Closing, release the Company and its Affiliates from any and all claims that they have or may have, and (iii) upon the Closing, covenant and agree not to sue the Company in respect of any and all such claims, in each case, upon the terms and conditions set forth herein; and

WHEREAS, in accordance with the terms of Section 2.15(d) of the Stock Purchase Agreement, and as an inducement to Director to enter into this Release Agreement, the Company has purchased, at the Company’s cost and expense, a fully pre-paid in advance, non-cancellable extended run off insurance policy extending coverage under the Company’s existing directors and officers insurance policy for a period of six (6) years following the Closing, which policy provides coverage (subject to the terms and conditions of such policy) to Director in his capacity as a former director or officer of the Company.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises set forth above and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions; Recitals. Capitalized terms used and not defined in this Release Agreement have the respective meanings assigned to them in the Stock Purchase Agreement. The recitals to this Release Agreement are hereby incorporated herein as if fully set forth in this Release Agreement.

2. Resignation. Effective on the date hereof, Director hereby resigns from Director's position as a director on the Board of Directors of the Company, as well as from any offices of the Company to which Director has been, or may have been, elected and/or appointed.

3. Release of the Company; Covenant Not to Sue. As a material inducement to Aequus to enter into the Stock Purchase Agreement, and in consideration of the covenants, agreements and undertakings of Aequus and the Company under the Stock Purchase Agreement and this Release Agreement, effective on the date hereof, Director hereby covenants and agrees as follows:

(a) Director, on behalf of himself and his Affiliates, representatives, administrators, family members, executors and trustees (collectively, "**Director Parties**") hereby releases, waives and forever discharges the Company and its present and former, direct and indirect, parents, subsidiaries, Affiliates (including, without limitation, Aequus), employees, officers, directors, shareholders (including, without limitation, each Seller), agents, representatives, successors and assigns (collectively, the "**Company Parties**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, "**Released Claims**"), arising prior to the date hereof, which Director Parties ever had, now has, or hereafter can, shall, or may have against any of such Company Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders' Agreement, the Investors' Rights Agreement, and/or Certificate of Formation (including, without limitation, any rights of Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation) or any agreement between the Company and Director providing for indemnification of Director in Director's capacity as a director or officer of the Company; provided, that, the Released Claims shall not include (i) any rights of any Director under this Release Agreement, and (ii) any rights of Director under the exculpation provisions of Article V (Liability of Directors) of the Company's Certificate of Formation.

(b) Director, on his behalf and on behalf of the other Director Parties, understands that he may later discover Released Claims or facts that may be different from, or in addition to, those that it or any Director Parties now know or believe to exist regarding the subject matter of the release contained in this Release Agreement, and

which, if known at the time of signing this Release Agreement, may have materially affected the release set forth herein and Director's decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Director, on his behalf and on behalf of the other Director Parties, intends to fully, finally and forever settle and release all Released Claims that now exist, may exist or previously existed, as set forth in the release contained herein, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Director, on his behalf and on behalf of the other Director Parties, hereby waives any right or Released Claim that might arise as a result of such different or additional Released Claims or facts.

(c) Director, on his behalf and on behalf of the other Director Parties, hereby irrevocably covenants that at no time will Director, directly or indirectly, alone or by, with or through others (including, without limitation, any other Director Parties), commence, maintain or prosecute any suit, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Company Parties in respect of or based upon: (i) any one or more of the Released Claims; or (ii) any right or cause of action (whenever ripening) arising under (x) the Certificate of Formation (other than Article V (Liability of Directors) of the Certificate of Formation), including, without limitation, any rights of any Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation; (y) any agreement between the Company and such Director providing for indemnification of such Director in such Director's capacity as a director or officer of the Company; and/or (z) any statutory or common law right to indemnification in such Director's capacity as a director or officer of the Company

4. Directors and Officers Insurance. As additional consideration for Director to enter into this Release Agreement, the Company has purchased and fully pre-paid in advance a non-cancellable extended run off insurance policy that cannot be amended or affected in any way by the Company, extending coverage under the Company's existing directors and officers insurance policy for a period of six years after the date hereof, and otherwise containing such provisions as are customary. Notwithstanding anything in this Agreement, the Company's existing directors and officers insurance policy (as extended as described herein), nor in any other agreement with or among the Company and the Director, the Company shall not be obligated to, and shall have no liability in respect of the payment of, any and all retentions required to be paid under the Company's directors and officers insurance policy.

5. Release by the Company; Covenant Not to Sue. As a material inducement to to the Director to enter into this Release Agreement, and in consideration of the covenants,

agreements and undertakings of the Company under this Release Agreement, effective on the date hereof, the Company hereby covenants and agrees as follows:

(a) The Company, on behalf of itself and its present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, partners, successors, assigns, representatives, administrators, family members, executors and trustees (collectively, “**Company Releasors**”) hereby releases, waives and forever discharges the Director and his present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, agents, representatives, successors and assigns (collectively, “**Director Parties**”) of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, “**Company Released Claims**”), arising prior to the Closing Date, which any of such Company Releasors ever had, now has, or hereafter can, shall, or may have against any of such Director Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders’ Agreement, the Investors’ Rights Agreement, and/or Certificate of Formation; provided, that, the Company Released Claims shall not include any rights of any Company Releasor under the Stock Purchase Agreement or any other Transaction Document. For the avoidance of doubt, the Company Released Claims shall not include any claims underlying any claims for indemnification that any Company Releasor may have under Article IX of the Stock Purchase Agreement.

(b) The Company, on its behalf and on behalf of the other Company Releasors, understands that the Company Releasors may later discover Company Released Claims or facts that may be different from, or in addition to, those that it or any other Company Releasor now knows or believes to exist regarding the subject matter of the release contained in this Release Agreement, and which, if known at the time of signing this Agreement, may have materially affected the release set forth in this Release Agreement and such Company Releasor’s decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Company Releasors intend to fully, finally and forever settle and release all Company Released Claims that now exist, may exist or previously existed, as set forth in the release contained in this Release Agreement, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Company Releasors hereby waive any right or Company Released Claim that might arise as a result of such different or additional Company Released Claims or facts.

(c) The Company, on its behalf and on behalf of the other Company Releasors, hereby irrevocably covenants that at no time will such Company Releasor, directly or indirectly, alone or by, with or through others, commence, maintain or prosecute any suite, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Director Parties in respect of or based upon any one or more of the Company Released Claims.

6. Miscellaneous.

(a) Any notices, requests, consents, claims, demands, waivers, summons or other legal process, or similar types of communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Release Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this section.

(b) This Release Agreement and all matters arising out of or relating to this Release Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or relating to this Release Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of Dallas and County of Dallas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail in accordance with **Section 6(a)** will be effective service of process for any suit, action or other proceeding brought in any such court.

(c) This Release Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.

(d) This Release Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) This Release Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Release Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Release Agreement.

(f) For purposes of this Release Agreement, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Release Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties drafted this Release Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(g) The headings in this Release Agreement are for reference only and do not affect the interpretation of this Release Agreement.

(h) If any term or provision of this Release Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Release Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Each of the Parties shall, and shall cause its respective Affiliates to, from time to time at the request and sole expense of the other Party, without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate and desirable to carry out the provisions of this Release Agreement and give effect to the transactions contemplated hereby.

(j) This Release Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(k) Each Party shall pay its own costs and expenses in connection with the drafting, negotiation and execution of this Release Agreement (including the fees and expenses of its advisors, accounts and legal counsel).

[Remainder of page intentionally left blank. Signature page follows.]

affect the interpretation of this Release Agreement.

(h) If any term or provision of this Release Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Release Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Each of the Parties shall, and shall cause its respective Affiliates to, from time to time at the request and sole expense of the other Party, without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate and desirable to carry out the provisions of this Release Agreement and give effect to the transactions contemplated hereby.

(j) This Release Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(k) Each Party shall pay its own costs and expenses in connection with the drafting, negotiation and execution of this Release Agreement (including the fees and expenses of its advisors, accounts and legal counsel).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

BY :

Authorised Signatory

Company

BY :



Dan Komnenovich

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

BY: _____

Authorised Signatory
Company



BY: _____

Dan Komnenovich

RELEASE AGREEMENT

This Release Agreement, dated June 2, 2015 (the “**Release Agreement**”), is by and between J. Phillip McCormick, an individual residing at 3639 Durness Way, Houston, Texas 77025 (“**Director**”), and T&K Machine, Inc., a Texas corporation (the “**Company**”). Director and the Company are sometimes hereinafter referred to a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, contemporaneously with the execution of this Release Agreement, all of the equity ownership interests in the Company are being acquired by Aequus Aerospace, LLC, a Delaware limited liability company (“**Aequus**”) pursuant to the terms of that certain Stock Purchase Agreement (the “**Stock Purchase Agreement**”), dated as of even date herewith; and

WHEREAS, pursuant to the terms of the Stock Purchase Agreement, at the Closing (as defined in the Stock Purchase Agreement) of the transactions contemplated by the Stock Purchase Agreement, Aequus has required that all of the officers and directors of the Company (i) immediately prior to the Closing, resign their positions as officers and directors of the Company, (ii) upon the Closing, release the Company and its Affiliates from any and all claims that they have or may have, and (iii) upon the Closing, covenant and agree not to sue the Company in respect of any and all such claims, in each case, upon the terms and conditions set forth herein; and

WHEREAS, in accordance with the terms of Section 2.15(d) of the Stock Purchase Agreement, and as an inducement to Director to enter into this Release Agreement, the Company has purchased, at the Company’s cost and expense, a fully pre-paid in advance, non-cancellable extended run off insurance policy extending coverage under the Company’s existing directors and officers insurance policy for a period of six (6) years following the Closing, which policy provides coverage (subject to the terms and conditions of such policy) to Director in his capacity as a former director or officer of the Company.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises set forth above and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions; Recitals. Capitalized terms used and not defined in this Release Agreement have the respective meanings assigned to them in the Stock Purchase Agreement. The recitals to this Release Agreement are hereby incorporated herein as if fully set forth in this Release Agreement.
2. Resignation. Effective on the date hereof, Director hereby resigns from Director's position as a director on the Board of Directors of the Company, as well as from any offices of the Company to which Director has been, or may have been, elected and/or appointed.
3. Release of the Company; Covenant Not to Sue. As a material inducement to Aequus to enter into the Stock Purchase Agreement, and in consideration of the covenants, agreements and undertakings of Aequus and the Company under the Stock Purchase Agreement and this Release Agreement, effective on the date hereof, Director hereby covenants and agrees as follows:

(a) Director, on behalf of himself and his Affiliates, representatives, administrators, family members, executors and trustees (collectively, "**Director Parties**") hereby releases, waives and forever discharges the Company and its present and former, direct and indirect, parents, subsidiaries, Affiliates (including, without limitation, Aequus), employees, officers, directors, shareholders (including, without limitation, each Seller), agents, representatives, successors and assigns (collectively, the "**Company Parties**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, "**Released Claims**"), arising prior to the date hereof, which Director Parties ever had, now has, or hereafter can, shall, or may have against any of such Company Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders' Agreement, the Investors' Rights Agreement, and/or Certificate of Formation (including, without limitation, any rights of Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation) or any agreement between the Company and Director providing for indemnification of Director in Director's capacity as a director or officer of the Company; provided, that, the Released Claims shall not include (i) any rights of any Director under this Release Agreement, and (ii) any rights of Director under the exculpation provisions of Article V (Liability of Directors) of the Company's Certificate of Formation.

(b) Director, on his behalf and on behalf of the other Director Parties, understands that he may later discover Released Claims or facts that may be different from, or in addition to, those that it or any Director Parties now know or believe to exist regarding the subject matter of the release contained in this Release Agreement, and

which, if known at the time of signing this Release Agreement, may have materially affected the release set forth herein and Director's decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Director, on his behalf and on behalf of the other Director Parties, intends to fully, finally and forever settle and release all Released Claims that now exist, may exist or previously existed, as set forth in the release contained herein, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Director, on his behalf and on behalf of the other Director Parties, hereby waives any right or Released Claim that might arise as a result of such different or additional Released Claims or facts.

(c) Director, on his behalf and on behalf of the other Director Parties, hereby irrevocably covenants that at no time will Director, directly or indirectly, alone or by, with or through others (including, without limitation, any other Director Parties), commence, maintain or prosecute any suit, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Company Parties in respect of or based upon: (i) any one or more of the Released Claims; or (ii) any right or cause of action (whenever ripening) arising under (x) the Certificate of Formation (other than Article V (Liability of Directors) of the Certificate of Formation), including, without limitation, any rights of any Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation; (y) any agreement between the Company and such Director providing for indemnification of such Director in such Director's capacity as a director or officer of the Company; and/or (z) any statutory or common law right to indemnification in such Director's capacity as a director or officer of the Company

4. Directors and Officers Insurance. As additional consideration for Director to enter into this Release Agreement, the Company has purchased and fully pre-paid in advance a non-cancellable extended run off insurance policy that cannot be amended or affected in any way by the Company, extending coverage under the Company's existing directors and officers insurance policy for a period of six years after the date hereof, and otherwise containing such provisions as are customary. Notwithstanding anything in this Agreement, the Company's existing directors and officers insurance policy (as extended as described herein), nor in any other agreement with or among the Company and the Director, the Company shall not be obligated to, and shall have no liability in respect of the payment of, any and all retentions required to be paid under the Company's directors and officers insurance policy.

5. Release by the Company; Covenant Not to Sue. As a material inducement to to the Director to enter into this Release Agreement, and in consideration of the covenants,

agreements and undertakings of the Company under this Release Agreement, effective on the date hereof, the Company hereby covenants and agrees as follows:

(a) The Company, on behalf of itself and its present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, partners, successors, assigns, representatives, administrators, family members, executors and trustees (collectively, “**Company Releasors**”) hereby releases, waives and forever discharges the Director and his present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, agents, representatives, successors and assigns (collectively, “**Director Parties**”) of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, “**Company Released Claims**”), arising prior to the Closing Date, which any of such Company Releasors ever had, now has, or hereafter can, shall, or may have against any of such Director Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders’ Agreement, the Investors’ Rights Agreement, and/or Certificate of Formation; provided, that, the Company Released Claims shall not include any rights of any Company Releasor under the Stock Purchase Agreement or any other Transaction Document. For the avoidance of doubt, the Company Released Claims shall not include any claims underlying any claims for indemnification that any Company Releasor may have under Article IX of the Stock Purchase Agreement.

(b) The Company, on its behalf and on behalf of the other Company Releasors, understands that the Company Releasors may later discover Company Released Claims or facts that may be different from, or in addition to, those that it or any other Company Releasor now knows or believes to exist regarding the subject matter of the release contained in this Release Agreement, and which, if known at the time of signing this Agreement, may have materially affected the release set forth in this Release Agreement and such Company Releasor’s decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Company Releasors intend to fully, finally and forever settle and release all Company Released Claims that now exist, may exist or previously existed, as set forth in the release contained in this Release Agreement, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Company Releasors hereby waive any right or Company Released Claim that might arise as a result of such different or additional Company Released Claims or facts.

(c) The Company, on its behalf and on behalf of the other Company Releasors, hereby irrevocably covenants that at no time will such Company Releasor, directly or indirectly, alone or by, with or through others, commence, maintain or prosecute any suite, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Director Parties in respect of or based upon any one or more of the Company Released Claims.

6. Miscellaneous.

(a) Any notices, requests, consents, claims, demands, waivers, summons or other legal process, or similar types of communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Release Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this section.

(b) This Release Agreement and all matters arising out of or relating to this Release Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or relating to this Release Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of Dallas and County of Dallas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail in accordance with **Section 6(a)** will be effective service of process for any suit, action or other proceeding brought in any such court.

(c) This Release Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.

(d) This Release Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) This Release Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Release Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Release Agreement.

(f) For purposes of this Release Agreement, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Release Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties drafted this Release Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(g) The headings in this Release Agreement are for reference only and do not affect the interpretation of this Release Agreement.

(h) If any term or provision of this Release Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Release Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Each of the Parties shall, and shall cause its respective Affiliates to, from time to time at the request and sole expense of the other Party, without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate and desirable to carry out the provisions of this Release Agreement and give effect to the transactions contemplated hereby.

(j) This Release Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(k) Each Party shall pay its own costs and expenses in connection with the drafting, negotiation and execution of this Release Agreement (including the fees and expenses of its advisors, accounts and legal counsel).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

BY : _____
Authorised Signatory
Company

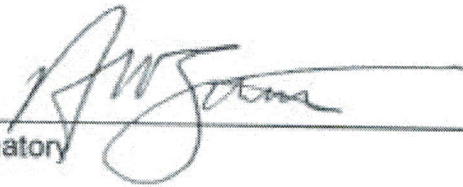
BY :  _____
J. Phillip McCormick

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

BY: _____

Authorized Signatory
Company



BY: _____

J. Phillip McCormick

RELEASE AGREEMENT

This Release Agreement, dated June 2, 2015 (the “**Release Agreement**”), is by and between Stephen Bennett, an individual residing at 613 Castle Creek Dr., Coppell, Texas 75019 (“**Director**”), and T&K Machine, Inc., a Texas corporation (the “**Company**”). Director and the Company are sometimes hereinafter referred to a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, contemporaneously with the execution of this Release Agreement, all of the equity ownership interests in the Company are being acquired by Aequus Aerospace, LLC, a Delaware limited liability company (“**Aequus**”) pursuant to the terms of that certain Stock Purchase Agreement (the “**Stock Purchase Agreement**”), dated as of even date herewith; and

WHEREAS, pursuant to the terms of the Stock Purchase Agreement, at the Closing (as defined in the Stock Purchase Agreement) of the transactions contemplated by the Stock Purchase Agreement, Aequus has required that all of the officers and directors of the Company (i) immediately prior to the Closing, resign their positions as officers and directors of the Company, (ii) upon the Closing, release the Company and its Affiliates from any and all claims that they have or may have, and (iii) upon the Closing, covenant and agree not to sue the Company in respect of any and all such claims, in each case, upon the terms and conditions set forth herein; and

WHEREAS, in accordance with the terms of Section 2.15(d) of the Stock Purchase Agreement, and as an inducement to Director to enter into this Release Agreement, the Company has purchased, at the Company’s cost and expense, a fully pre-paid in advance, non-cancellable extended run off insurance policy extending coverage under the Company’s existing directors and officers insurance policy for a period of six (6) years following the Closing, which policy provides coverage (subject to the terms and conditions of such policy) to Director in his capacity as a former director or officer of the Company.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises set forth above and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions; Recitals. Capitalized terms used and not defined in this Release Agreement have the respective meanings assigned to them in the Stock Purchase Agreement. The recitals to this Release Agreement are hereby incorporated herein as if fully set forth in this Release Agreement.

2. Resignation. Effective on the date hereof, Director hereby resigns from Director's position as a director on the Board of Directors of the Company, as well as from any offices of the Company to which Director has been, or may have been, elected and/or appointed.

3. Release of the Company; Covenant Not to Sue. As a material inducement to Aequus to enter into the Stock Purchase Agreement, and in consideration of the covenants, agreements and undertakings of Aequus and the Company under the Stock Purchase Agreement and this Release Agreement, effective on the date hereof, Director hereby covenants and agrees as follows:

(a) Director, on behalf of himself and his Affiliates, representatives, administrators, family members, executors and trustees (collectively, "**Director Parties**") hereby releases, waives and forever discharges the Company and its present and former, direct and indirect, parents, subsidiaries, Affiliates (including, without limitation, Aequus), employees, officers, directors, shareholders (including, without limitation, each Seller), agents, representatives, successors and assigns (collectively, the "**Company Parties**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, "**Released Claims**"), arising prior to the date hereof, which Director Parties ever had, now has, or hereafter can, shall, or may have against any of such Company Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders' Agreement, the Investors' Rights Agreement, and/or Certificate of Formation (including, without limitation, any rights of Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation) or any agreement between the Company and Director providing for indemnification of Director in Director's capacity as a director or officer of the Company; provided, that, the Released Claims shall not include (i) any rights of any Director under this Release Agreement, and (ii) any rights of Director under the exculpation provisions of Article V (Liability of Directors) of the Company's Certificate of Formation.

(b) Director, on his behalf and on behalf of the other Director Parties, understands that he may later discover Released Claims or facts that may be different from, or in addition to, those that it or any Director Parties now know or believe to exist regarding the subject matter of the release contained in this Release Agreement, and

which, if known at the time of signing this Release Agreement, may have materially affected the release set forth herein and Director's decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Director, on his behalf and on behalf of the other Director Parties, intends to fully, finally and forever settle and release all Released Claims that now exist, may exist or previously existed, as set forth in the release contained herein, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Director, on his behalf and on behalf of the other Director Parties, hereby waives any right or Released Claim that might arise as a result of such different or additional Released Claims or facts.

(c) Director, on his behalf and on behalf of the other Director Parties, hereby irrevocably covenants that at no time will Director, directly or indirectly, alone or by, with or through others (including, without limitation, any other Director Parties), commence, maintain or prosecute any suit, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Company Parties in respect of or based upon: (i) any one or more of the Released Claims; or (ii) any right or cause of action (whenever ripening) arising under (x) the Certificate of Formation (other than Article V (Liability of Directors) of the Certificate of Formation), including, without limitation, any rights of any Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation; (y) any agreement between the Company and such Director providing for indemnification of such Director in such Director's capacity as a director or officer of the Company; and/or (z) any statutory or common law right to indemnification in such Director's capacity as a director or officer of the Company

4. Directors and Officers Insurance. As additional consideration for Director to enter into this Release Agreement, the Company has purchased and fully pre-paid in advance a non-cancellable extended run off insurance policy that cannot be amended or affected in any way by the Company, extending coverage under the Company's existing directors and officers insurance policy for a period of six years after the date hereof, and otherwise containing such provisions as are customary. Notwithstanding anything in this Agreement, the Company's existing directors and officers insurance policy (as extended as described herein), nor in any other agreement with or among the Company and the Director, the Company shall not be obligated to, and shall have no liability in respect of the payment of, any and all retentions required to be paid under the Company's directors and officers insurance policy.

5. Release by the Company; Covenant Not to Sue. As a material inducement to to the Director to enter into this Release Agreement, and in consideration of the covenants,

agreements and undertakings of the Company under this Release Agreement, effective on the date hereof, the Company hereby covenants and agrees as follows:

(a) The Company, on behalf of itself and its present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, partners, successors, assigns, representatives, administrators, family members, executors and trustees (collectively, “**Company Releasors**”) hereby releases, waives and forever discharges the Director and his present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, agents, representatives, successors and assigns (collectively, “**Director Parties**”) of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, “**Company Released Claims**”), arising prior to the Closing Date, which any of such Company Releasors ever had, now has, or hereafter can, shall, or may have against any of such Director Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders’ Agreement, the Investors’ Rights Agreement, and/or Certificate of Formation; provided, that, the Company Released Claims shall not include any rights of any Company Releasor under the Stock Purchase Agreement or any other Transaction Document. For the avoidance of doubt, the Company Released Claims shall not include any claims underlying any claims for indemnification that any Company Releasor may have under Article IX of the Stock Purchase Agreement.

(b) The Company, on its behalf and on behalf of the other Company Releasors, understands that the Company Releasors may later discover Company Released Claims or facts that may be different from, or in addition to, those that it or any other Company Releasor now knows or believes to exist regarding the subject matter of the release contained in this Release Agreement, and which, if known at the time of signing this Agreement, may have materially affected the release set forth in this Release Agreement and such Company Releasor’s decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Company Releasors intend to fully, finally and forever settle and release all Company Released Claims that now exist, may exist or previously existed, as set forth in the release contained in this Release Agreement, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Company Releasors hereby waive any right or Company Released Claim that might arise as a result of such different or additional Company Released Claims or facts.

(c) The Company, on its behalf and on behalf of the other Company Releasors, hereby irrevocably covenants that at no time will such Company Releasor, directly or indirectly, alone or by, with or through others, commence, maintain or prosecute any suite, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Director Parties in respect of or based upon any one or more of the Company Released Claims.

6. Miscellaneous.

(a) Any notices, requests, consents, claims, demands, waivers, summons or other legal process, or similar types of communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Release Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this section.

(b) This Release Agreement and all matters arising out of or relating to this Release Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or relating to this Release Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of Dallas and County of Dallas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail in accordance with **Section 6(a)** will be effective service of process for any suit, action or other proceeding brought in any such court.

(c) This Release Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.

(d) This Release Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) This Release Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Release Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Release Agreement.

(f) For purposes of this Release Agreement, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Release Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties drafted this Release Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(g) The headings in this Release Agreement are for reference only and do not affect the interpretation of this Release Agreement.

(h) If any term or provision of this Release Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Release Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Each of the Parties shall, and shall cause its respective Affiliates to, from time to time at the request and sole expense of the other Party, without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate and desirable to carry out the provisions of this Release Agreement and give effect to the transactions contemplated hereby.

(j) This Release Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(k) Each Party shall pay its own costs and expenses in connection with the drafting, negotiation and execution of this Release Agreement (including the fees and expenses of its advisors, accounts and legal counsel).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

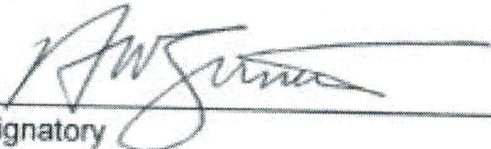
BY: _____
Authorized Signatory
Company

BY:  _____
Stephen Bennett

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

BY :



Authorised Signatory
Company

BY :

Stephen Bennett

RELEASE AGREEMENT

This Release Agreement, dated June 2, 2015 (the “**Release Agreement**”), is by and between Brent Sacha, an individual residing at 5523 Mercedes Avenue, Dallas, Texas 75206 (“**Director**”), and T&K Machine, Inc., a Texas corporation (the “**Company**”). Director and the Company are sometimes hereinafter referred to a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, contemporaneously with the execution of this Release Agreement, all of the equity ownership interests in the Company are being acquired by Aequs Aerospace, LLC, a Delaware limited liability company (“**Aequs**”) pursuant to the terms of that certain Stock Purchase Agreement (the “**Stock Purchase Agreement**”), dated as of even date herewith; and

WHEREAS, pursuant to the terms of the Stock Purchase Agreement, at the Closing (as defined in the Stock Purchase Agreement) of the transactions contemplated by the Stock Purchase Agreement, Aequs has required that all of the officers and directors of the Company (i) immediately prior to the Closing, resign their positions as officers and directors of the Company, (ii) upon the Closing, release the Company and its Affiliates from any and all claims that they have or may have, and (iii) upon the Closing, covenant and agree not to sue the Company in respect of any and all such claims, in each case, upon the terms and conditions set forth herein; and

WHEREAS, in accordance with the terms of Section 2.15(d) of the Stock Purchase Agreement, and as an inducement to Director to enter into this Release Agreement, the Company has purchased, at the Company’s cost and expense, a fully pre-paid in advance, non-cancellable extended run off insurance policy extending coverage under the Company’s existing directors and officers insurance policy for a period of six (6) years following the Closing, which policy provides coverage (subject to the terms and conditions of such policy) to Director in his capacity as a former director or officer of the Company.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises set forth above and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions; Recitals. Capitalized terms used and not defined in this Release Agreement have the respective meanings assigned to them in the Stock Purchase Agreement. The recitals to this Release Agreement are hereby incorporated herein as if fully set forth in this Release Agreement.

2. Resignation. Effective on the date hereof, Director hereby resigns from Director's position as a director on the Board of Directors of the Company, as well as from any offices of the Company to which Director has been, or may have been, elected and/or appointed.

3. Release of the Company; Covenant Not to Sue. As a material inducement to Aequs to enter into the Stock Purchase Agreement, and in consideration of the covenants, agreements and undertakings of Aequs and the Company under the Stock Purchase Agreement and this Release Agreement, effective on the date hereof, Director hereby covenants and agrees as follows:

(a) Director, on behalf of himself and his Affiliates, representatives, administrators, family members, executors and trustees (collectively, "**Director Parties**") hereby releases, waives and forever discharges the Company and its present and former, direct and indirect, parents, subsidiaries, Affiliates (including, without limitation, Aequs), employees, officers, directors, shareholders (including, without limitation, each Seller), agents, representatives, successors and assigns (collectively, the "**Company Parties**") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, "**Released Claims**"), arising prior to the date hereof, which Director Parties ever had, now has, or hereafter can, shall, or may have against any of such Company Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders' Agreement, the Investors' Rights Agreement, and/or Certificate of Formation (including, without limitation, any rights of Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation) or any agreement between the Company and Director providing for indemnification of Director in Director's capacity as a director or officer of the Company; provided, that, the Released Claims shall not include (i) any rights of any Director under this Release Agreement, and (ii) any rights of Director under the exculpation provisions of Article V (Liability of Directors) of the Company's Certificate of Formation.

(b) Director, on his behalf and on behalf of the other Director Parties, understands that he may later discover Released Claims or facts that may be different from, or in addition to, those that it or any Director Parties now know or believe to exist regarding the subject matter of the release contained in this Release Agreement, and

which, if known at the time of signing this Release Agreement, may have materially affected the release set forth herein and Director's decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Director, on his behalf and on behalf of the other Director Parties, intends to fully, finally and forever settle and release all Released Claims that now exist, may exist or previously existed, as set forth in the release contained herein, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Director, on his behalf and on behalf of the other Director Parties, hereby waives any right or Released Claim that might arise as a result of such different or additional Released Claims or facts.

(c) Director, on his behalf and on behalf of the other Director Parties, hereby irrevocably covenants that at no time will Director, directly or indirectly, alone or by, with or through others (including, without limitation, any other Director Parties), commence, maintain or prosecute any suit, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Company Parties in respect of or based upon: (i) any one or more of the Released Claims; or (ii) any right or cause of action (whenever ripening) arising under (x) the Certificate of Formation (other than Article V (Liability of Directors) of the Certificate of Formation), including, without limitation, any rights of any Director under Article VI (Indemnification and Insurance) of the Company's Certificate of Formation; (y) any agreement between the Company and such Director providing for indemnification of such Director in such Director's capacity as a director or officer of the Company; and/or (z) any statutory or common law right to indemnification in such Director's capacity as a director or officer of the Company

4. Directors and Officers Insurance. As additional consideration for Director to enter into this Release Agreement, the Company has purchased and fully pre-paid in advance a non-cancellable extended run off insurance policy that cannot be amended or affected in any way by the Company, extending coverage under the Company's existing directors and officers insurance policy for a period of six years after the date hereof, and otherwise containing such provisions as are customary. Notwithstanding anything in this Agreement, the Company's existing directors and officers insurance policy (as extended as described herein), nor in any other agreement with or among the Company and the Director, the Company shall not be obligated to, and shall have no liability in respect of the payment of, any and all retentions required to be paid under the Company's directors and officers insurance policy.

5. Release by the Company; Covenant Not to Sue. As a material inducement to to the Director to enter into this Release Agreement, and in consideration of the covenants,

agreements and undertakings of the Company under this Release Agreement, effective on the date hereof, the Company hereby covenants and agrees as follows:

(a) The Company, on behalf of itself and its present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, partners, successors, assigns, representatives, administrators, family members, executors and trustees (collectively, “**Company Releasors**”) hereby releases, waives and forever discharges the Director and his present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, agents, representatives, successors and assigns (collectively, “**Director Parties**”) of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty or equity (collectively, “**Company Released Claims**”), arising prior to the Closing Date, which any of such Company Releasors ever had, now has, or hereafter can, shall, or may have against any of such Director Parties for, upon, or by reason of any matter, cause, or thing whatsoever, including, without limitation, any and all Released Claims under the Shareholders’ Agreement, the Investors’ Rights Agreement, and/or Certificate of Formation; provided, that, the Company Released Claims shall not include any rights of any Company Releasor under the Stock Purchase Agreement or any other Transaction Document. For the avoidance of doubt, the Company Released Claims shall not include any claims underlying any claims for indemnification that any Company Releasor may have under Article IX of the Stock Purchase Agreement.

(b) The Company, on its behalf and on behalf of the other Company Releasors, understands that the Company Releasors may later discover Company Released Claims or facts that may be different from, or in addition to, those that it or any other Company Releasor now knows or believes to exist regarding the subject matter of the release contained in this Release Agreement, and which, if known at the time of signing this Agreement, may have materially affected the release set forth in this Release Agreement and such Company Releasor’s decision to enter into it and grant the release contained in this Release Agreement. Nevertheless, the Company Releasors intend to fully, finally and forever settle and release all Company Released Claims that now exist, may exist or previously existed, as set forth in the release contained in this Release Agreement, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Company Releasors hereby waive any right or Company Released Claim that might arise as a result of such different or additional Company Released Claims or facts.

(c) The Company, on its behalf and on behalf of the other Company Releasors, hereby irrevocably covenants that at no time will such Company Releasor, directly or indirectly, alone or by, with or through others, commence, maintain or prosecute any suite, action or proceeding of any kind or nature whatsoever (including, but not limited to, any suit, complaint, grievance, demand, claim, cause of action in, of or before any Government Authority) against the Director Parties in respect of or based upon any one or more of the Company Released Claims.

6. Miscellaneous.

(a) Any notices, requests, consents, claims, demands, waivers, summons or other legal process, or similar types of communications hereunder (each, a "**Notice**") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Release Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this section.

(b) This Release Agreement and all matters arising out of or relating to this Release Agreement are governed by, and construed in accordance with, the laws of the State of Texas, without regard to the conflict of laws provisions of such State. Any legal suit, action or proceeding arising out of or relating to this Release Agreement must be instituted in the federal courts of the United States of America or the courts of the State of Texas, in each case located in the City of Dallas and County of Dallas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by certified mail in accordance with **Section 6(a)** will be effective service of process for any suit, action or other proceeding brought in any such court.

(c) This Release Agreement, and each of the terms and provisions hereof, may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.

(d) This Release Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) This Release Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Release Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Release Agreement.

(f) For purposes of this Release Agreement, (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Release Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties drafted this Release Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(g) The headings in this Release Agreement are for reference only and do not affect the interpretation of this Release Agreement.

(h) If any term or provision of this Release Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Release Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Release Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(i) Each of the Parties shall, and shall cause its respective Affiliates to, from time to time at the request and sole expense of the other Party, without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary or appropriate and desirable to carry out the provisions of this Release Agreement and give effect to the transactions contemplated hereby.

(j) This Release Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(k) Each Party shall pay its own costs and expenses in connection with the drafting, negotiation and execution of this Release Agreement (including the fees and expenses of its advisors, accounts and legal counsel).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

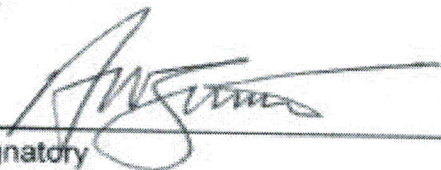
BY : _____
Authorized Signatory
Company

BY :  _____
Brent Sacha

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date indicated above.

T&K MACHINE, INC.

BY :



Authorized Signatory
Company

BY :

Brent Sacha

PROMISSORY NOTE

(Note 1A)

\$150,000.00

June 2, 2015
Effective Date

June 2, 2017
Maturity Date

1. **Definitions.** As used in this Promissory Note, the following terms shall have the following meanings.

“Business Day” means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Dallas, Texas are authorized or required by law to be closed. Unless otherwise provided, the term “days” when used herein shall mean calendar days.

“Default Rate” means 13% per annum.

“Effective Date” means June 2, 2015.

“First Promissory Notes” means this Note and the two other Notes of like tenor issued by Maker to the other Sellers with the same Maturity Date and with an aggregate principal amount, including this Note, of \$500,000.

“Maturity Date” means June 2, 2017.

“Maker” means Aequs Aerospace LLC, a Delaware limited liability company.

“Maximum Rate” means the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Holder in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits Holder to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law).

“Note” means this Promissory Note and all modifications, increases, replacements, renewals, and extensions of this Promissory Note.

“Second Promissory Notes” means the three other Notes of like tenor issued by Maker to the Sellers with maturity dates of June 2, 2018, and with an aggregate principal amount, of \$500,000.

“Sellers” means Stonehenge Capital Fund Texas, LP, a Delaware limited partnership (“Holder”); Advantage Capital Community Development Fund, LLC, a Louisiana limited liability company; Texas ACP I, LP, a Texas limited partnership, and their successors and assigns.

“Stock Purchase Agreement” means the Stock Purchase Agreement, of even date with this Note among Maker, Sellers, and others, as such may be amended, renewed, extended and replaced from time to time

Any capitalized term used in this Note and not otherwise defined herein shall have the meaning ascribed to each such term in the Stock Purchase Agreement. All terms used herein, whether or not

defined in this Note, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

2. **Promise to Pay.** For value received, Maker, unconditionally hereby promises to pay to the order of Holder at its place of business located at 3625 N. Hall Street, Suite 520, Dallas, Texas 75219 or at such other place as the holder of this Note may hereafter designate, the principal sum of One Hundred and Fifty Thousand and No/100 Dollars (\$150,000.00) (the "Principal Amount"); *provided, however*, that the Principal Amount of this Note shall be subject to and may be reduced in an amount equal to the QSI Purchase Price Adjustment as set forth in Section 2.05(c)(ii) of the Stock Purchase Agreement.

3. **Interest Rate.** This Note shall bear an interest rate of zero percent (0%) per annum. All past due principal and accrued interest on this Note shall bear interest from maturity (whether at scheduled maturity, upon acceleration of maturity following an Event of Default or otherwise) until paid at the lesser of (i) the Default Rate or (ii) the highest rate for which Maker may legally contract under applicable law.

4. **Payments.** This Note is payable as follows:

Maker shall make to Holder a lump sum payment of the outstanding Principal Amount of this Note (as may be reduced in accordance with the provisions of Paragraph 2 above, in respect of any QSI Purchase Price Adjustment, and Paragraph 7 below, in respect of Buyer's right of set-off set forth therein), which shall be due and payable in full on the Maturity Date.

Payments by check or draft shall not constitute payment in immediately available funds until the required amount is actually received by Holder. If the principal payment on this Note shall become due and payable on a day other than a Business Day, such payment shall be made on the next succeeding Business Day. Acceptance by Holder of any payment in an amount less than the full amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due may become an Event of Default. Maker agrees that all payments of any obligation due hereunder shall be final, and if any such payment is recovered in any bankruptcy, insolvency or similar proceedings instituted by or against Maker, all obligations due hereunder shall be automatically reinstated in respect of the obligation as to which payment is so recovered.

5. **Prepayment.** Maker may prepay this Note in part or in full without penalty before final maturity. Prepayment in full shall consist of payment of the unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note, but in no event will Maker ever be required to pay any unearned interest.

6. **Proportionate Payment of First Promissory Notes.** All payments of unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note shall be *pari passu* in right of payment and in all other respects to the other First Promissory Notes and the terms of such other First Promissory Notes. All payments of this Note, including any prepayment, must be made in proportion to the total aggregate amount of unpaid Principal Amount outstanding on this Note and the other First Promissory Notes collectively.

7. **Right of Set Off.** If, pursuant to the Stock Purchase Agreement, Sellers and Maker have agreed to a resolution of any Direct Claim or Third Party Claim made by a Buyer Indemnitee, or if a suit has been brought to resolve any objection to a Direct Claim or Third Party Claim, then, upon resolution of any such suit, any amount of such resolved Direct Claim or Third Party Claim owed by Sellers to Maker

shall be satisfied by setting off such amount from the amounts owed by Maker under the First Promissory Notes and Second Promissory Notes, in proportion to the Seller's respective Pro Rata Shares; provided, however, that Maker shall first seek satisfaction of such amounts from the Escrowed Purchase Price.

8. **Waiver.** Maker hereby waives all notices of nonpayment, demands for payment, presentments for payment, notices of intention to accelerate maturity, notices of actual acceleration of maturity, grace, protests, notices of protest, and any other demands or notices of any kind as to this Note, diligence in collection hereof and in bringing suit hereon, and any notice of, or defense on account of, the extension of time of payments or change in the method of payments, and without further notice hereby consents to any and all renewals and extensions in the time of payment hereof either before or after maturity and the release of any party primarily or secondarily liable hereon. Maker agrees that Holder's acceptance of partial or delinquent payments, or failure of Holder to exercise any right or remedy contained herein or in any instrument given as security for the payment of this Note shall not be a waiver of any obligation of Maker to Holder or constitute waiver of any similar default subsequently occurring.

9. **Events of Default and Remedies.** An "Event of Default" shall be deemed to exist if any of the following occurs:

A. Maker fails to pay (or cause to be paid) when due the outstanding Principal Amount of this Note in accordance with its terms, through acceleration, or otherwise, and such failure continues in excess of three (3) Business Days following receipt of written notice of such failure, provided that, in the case of insolvency, receivership or bankruptcy proceedings, such failure to pay shall be an automatic and immediate Event of Default and not subject to the written notice requirement;

B. Maker fails to maintain ownership, directly or indirectly through an Affiliate, of 100% of the equity of T&K Machine, Inc., a Texas corporation;

C. Maker makes any distributions to Aerostructures Manufacturing India Private Limited ("AMI") in respect of AMI's ownership of Maker prior to this Note being paid in full;

D. AMI fails to provide funding or financial capitalization to Maker, if required for Maker to perform its obligations to Holder under this Note;

E. AMI ceases to own 100% of the capital interest of Maker during the term of this Note;

F. Insolvency, receivership or bankruptcy proceedings are initiated by or against Maker; or

G. An Event of Default occurs with respect to any of the First Promissory Notes or Second Promissory Notes.

The entire unpaid Principal Amount of this Note and all accrued interest thereon shall automatically and immediately become due and payable upon the occurrence of any Event of Default described herein.

All rights and remedies of Holder shall be cumulative and concurrent and may be pursued singularly, successively, or together, at the sole discretion of Holder, and may be exercised as often as the occasion therefor shall arise. Failure by Holder to exercise any right or remedy upon the occurrence of an Event of Default shall not constitute a waiver of the right to exercise such right or remedy upon the occurrence of any subsequent Event of Default. In the event that Holder, after the occurrence of an Event

of Default hereunder, consults an attorney regarding the enforcement of any of its rights under this Note or if this Note is placed in the hands of an attorney for collection or if suit be brought to enforce this Note, Maker promises to pay all costs thereof, including reasonable attorneys' fees. Such costs and attorneys' fees shall include, without limitation, costs and reasonable attorneys' fees incurred by Holder in any appellate proceedings or in any proceedings under any present or future federal bankruptcy act, state receivership law or probate.

10. **Transfer of Notes.** Maker may consider and treat the person in whose name this Note shall be registered as the absolute owner thereof for all purposes whatsoever and Maker shall not be affected by any notice to the contrary. Subject to the limitations set forth herein, the registered owner of this Note shall have the right to transfer this Note by assignment, and the transferee thereof shall, upon his or her registration as owner of this Note, become vested with all the powers and rights of the transferor. Registration of any new owners shall take place upon presentation of this Note to Maker at its principal offices, together with a duly authenticated assignment. In case of transfer by operation of law, the transferee agrees to notify Maker of such transfer and of his or her address, and to submit appropriate evidence regarding the transfer so that this Note may be registered in the name of the transferee. This Note is transferable only on the books of the Maker. Notice sent to any registered owner shall be effective as against Holder or transferee of the Note not registered at the time of sending the communication.

11. **Savings Clause; Ceiling Election.** It is expressly stipulated and agreed to be the intent of Maker and Holder at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the indebtedness evidenced by this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount (a) contracted for, charged, taken, reserved or received pursuant to this Note, or any other communication or writing by or between Maker and Holder related to the transaction or transactions that are the subject matter of the Stock Purchase Agreement, (b) contracted for, charged, taken, reserved or received by reason of Holder's exercise of the option to accelerate the maturity of this Note and/or any and all indebtedness paid or payable by Maker to Holder pursuant to the Stock Purchase Agreement (such other indebtedness being referred to in this Section as the "Related Indebtedness"), or (c) Maker will have paid or Holder will have received by reason of any prepayment by Maker of this Note and/or the Related Indebtedness, then it is Maker's and Holder's express intent that all amounts charged in excess of the Maximum Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Rate theretofore collected by Holder shall be credited on the Principal Amount of this Note and/or the Related Indebtedness (or, if this Note and the Related Indebtedness have been or would thereby be paid in full, refunded to Maker), and the provisions of this Note and the Stock Purchase Agreement shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Maker hereby agrees that as a condition precedent to any claim or counterclaim (in which event such proceeding shall be abated for such time period) seeking usury penalties against Holder, Maker will provide written notice to Holder, advising Holder in reasonable detail of the nature and amount of the violation, and Holder shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Maker or crediting such excess interest against this Note then owing by Maker to Holder. All sums contracted for, charged, taken, reserved or received by Holder for the use, forbearance or detention of any debt evidenced by this Note shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of this Note (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of this Note does not exceed the Maximum Rate from time to time in effect and applicable to this Note for so long as debt is outstanding.

12. **GOVERNING LAW AND VENUE.** THIS NOTE IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN DALLAS COUNTY, TEXAS AND THE LAWS (EXCLUDING CHOICE OF LAW PROVISIONS) OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS NOTE, EXCEPT TO THE EXTENT FEDERAL LAWS OTHERWISE GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF ALL OR ANY PART OF THIS NOTE. ALL LEGAL ACTIONS RELATED TO THIS NOTE SHALL BE BROUGHT IN THE APPROPRIATE COURT OF LAW LOCATED IN DALLAS COUNTY, TEXAS, TO THE EXCLUSION OF ALL OTHER VENUES.

13. **WAIVER OF JURY TRIAL.** MAKER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS NOTE OR ANY CONDUCT, ACT OR OMISSION OF HOLDER OR MAKER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH HOLDER OR MAKER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

14. **Miscellaneous.**

A. Notices or communications to be given under this Note shall be given to the respective parties in writing as set forth in the Stock Purchase Agreement.

B. Time is of the essence for this Note.

C. This Note may not be amended, waived, discharged or terminated except by a written instrument signed by Maker and the holders of all of the First Promissory Notes, and any such amendment, waiver, discharge or termination shall be binding on all of the holders of this Note and the other First Promissory Notes.

D. All of the stipulations, promises and agreements in this Note made by or on behalf of Maker shall bind the successors and assigns of Maker, whether so expressed or not, and shall inure to the benefit of the respective successors and assigns of Maker and Holder. Any assignee of Maker or Holder shall agree in writing prior to the effectiveness of such assignment to be bound by the provisions hereof. Maker may not assign its obligations hereunder without the prior written consent of Holder.

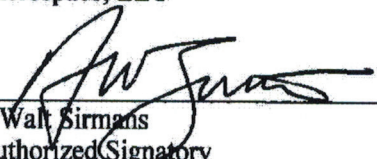
E. If any provision of this Note or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Note nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

[Signature Page Follows]

Effective as of the Effective Date.

MAKER:

Aequs Aerospace, LLC

By: 

Name: Walt Sirmans

Title: Authorized Signatory

PROMISSORY NOTE

(Note 1B)

\$150,000.00

June 2, 2015
Effective Date

June 2, 2017
Maturity Date

1. **Definitions.** As used in this Promissory Note, the following terms shall have the following meanings.

“Business Day” means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Dallas, Texas are authorized or required by law to be closed. Unless otherwise provided, the term “days” when used herein shall mean calendar days.

“Default Rate” means 13% per annum.

“Effective Date” means June 2, 2015.

“First Promissory Notes” means this Note and the two other Notes of like tenor issued by Maker to the other Sellers with the same Maturity Date and with an aggregate principal amount, including this Note, of \$500,000.

“Maturity Date” means June 2, 2017.

“Maker” means Aequs Aerospace LLC, a Delaware limited liability company.

“Maximum Rate” means the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Holder in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits Holder to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law).

“Note” means this Promissory Note and all modifications, increases, replacements, renewals, and extensions of this Promissory Note.

“Second Promissory Notes” means the three other Notes of like tenor issued by Maker to the Sellers with maturity dates of June 2, 2018, and with an aggregate principal amount, of \$500,000.

“Sellers” means Stonehenge Capital Fund Texas, LP, a Delaware limited partnership; Advantage Capital Community Development Fund, LLC, a Louisiana limited liability company (“Holder”); Texas ACP I, LP, a Texas limited partnership, and their successors and assigns.

“Stock Purchase Agreement” means the Stock Purchase Agreement, of even date with this Note among Maker, Sellers, and others, as such may be amended, renewed, extended and replaced from time to time

Any capitalized term used in this Note and not otherwise defined herein shall have the meaning ascribed to each such term in the Stock Purchase Agreement. All terms used herein, whether or not

defined in this Note, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

2. **Promise to Pay.** For value received, Maker, unconditionally hereby promises to pay to the order of Holder at its place of business located at Clayton Plaza, 190 Carondelet Plaza #1500, St. Louis, Missouri 63105 or at such other place as the holder of this Note may hereafter designate, the principal sum of One Hundred and Fifty Thousand and No/100 Dollars (\$150,000.00) (the "**Principal Amount**"); *provided, however*, that the Principal Amount of this Note shall be subject to and may be reduced in an amount equal to the QSI Purchase Price Adjustment as set forth in Section 2.05(c)(ii) of the Stock Purchase Agreement.

3. **Interest Rate.** This Note shall bear an interest rate of zero percent (0%) per annum. All past due principal and accrued interest on this Note shall bear interest from maturity (whether at scheduled maturity, upon acceleration of maturity following an Event of Default or otherwise) until paid at the lesser of (i) the Default Rate or (ii) the highest rate for which Maker may legally contract under applicable law.

4. **Payments.** This Note is payable as follows:

Maker shall make to Holder a lump sum payment of the outstanding Principal Amount of this Note (as may be reduced in accordance with the provisions of Paragraph 2 above, in respect of any QSI Purchase Price Adjustment, and Paragraph 7 below, in respect of Buyer's right of set-off set forth therein), which shall be due and payable in full on the Maturity Date.

Payments by check or draft shall not constitute payment in immediately available funds until the required amount is actually received by Holder. If the principal payment on this Note shall become due and payable on a day other than a Business Day, such payment shall be made on the next succeeding Business Day. Acceptance by Holder of any payment in an amount less than the full amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due may become an Event of Default. Maker agrees that all payments of any obligation due hereunder shall be final, and if any such payment is recovered in any bankruptcy, insolvency or similar proceedings instituted by or against Maker, all obligations due hereunder shall be automatically reinstated in respect of the obligation as to which payment is so recovered.

5. **Prepayment.** Maker may prepay this Note in part or in full without penalty before final maturity. Prepayment in full shall consist of payment of the unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note, but in no event will Maker ever be required to pay any unearned interest.

6. **Proportionate Payment of First Promissory Notes.** All payments of unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note shall be *pari passu* in right of payment and in all other respects to the other First Promissory Notes and the terms of such other First Promissory Notes. All payments of this Note, including any prepayment, must be made in proportion to the total aggregate amount of unpaid Principal Amount outstanding on this Note and the other First Promissory Notes collectively.

7. **Right of Set Off.** If, pursuant to the Stock Purchase Agreement, Sellers and Maker have agreed to a resolution of any Direct Claim or Third Party Claim made by a Buyer Indemnitee, or if a suit has been brought to resolve any objection to a Direct Claim or Third Party Claim, then, upon resolution of any such suit, any amount of such resolved Direct Claim or Third Party Claim owed by Sellers to Maker

shall be satisfied by setting off such amount from the amounts owed by Maker under the First Promissory Notes and Second Promissory Notes, in proportion to the Seller's respective Pro Rata Shares; provided, however, that Maker shall first seek satisfaction of such amounts from the Escrowed Purchase Price.

8. **Waiver.** Maker hereby waives all notices of nonpayment, demands for payment, presentments for payment, notices of intention to accelerate maturity, notices of actual acceleration of maturity, grace, protests, notices of protest, and any other demands or notices of any kind as to this Note, diligence in collection hereof and in bringing suit hereon, and any notice of, or defense on account of, the extension of time of payments or change in the method of payments, and without further notice hereby consents to any and all renewals and extensions in the time of payment hereof either before or after maturity and the release of any party primarily or secondarily liable hereon. Maker agrees that Holder's acceptance of partial or delinquent payments, or failure of Holder to exercise any right or remedy contained herein or in any instrument given as security for the payment of this Note shall not be a waiver of any obligation of Maker to Holder or constitute waiver of any similar default subsequently occurring.

9. **Events of Default and Remedies.** An "Event of Default" shall be deemed to exist if any of the following occurs:

A. Maker fails to pay (or cause to be paid) when due the outstanding Principal Amount of this Note in accordance with its terms, through acceleration, or otherwise, and such failure continues in excess of three (3) Business Days following receipt of written notice of such failure, provided that, in the case of insolvency, receivership or bankruptcy proceedings, such failure to pay shall be an automatic and immediate Event of Default and not subject to the written notice requirement;

B. Maker fails to maintain ownership, directly or indirectly through an Affiliate, of 100% of the equity of T&K Machine, Inc., a Texas corporation;

C. Maker makes any distributions to Aerostructures Manufacturing India Private Limited ("AMI") in respect of AMI's ownership of Maker prior to this Note being paid in full;

D. AMI fails to provide funding or financial capitalization to Maker, if required for Maker to perform its obligations to Holder under this Note;

E. AMI ceases to own 100% of the capital interest of Maker during the term of this Note;

F. Insolvency, receivership or bankruptcy proceedings are initiated by or against Maker; or

G. An Event of Default occurs with respect to any of the First Promissory Notes or Second Promissory Notes.

The entire unpaid Principal Amount of this Note and all accrued interest thereon shall automatically and immediately become due and payable upon the occurrence of any Event of Default described herein.

All rights and remedies of Holder shall be cumulative and concurrent and may be pursued singularly, successively, or together, at the sole discretion of Holder, and may be exercised as often as the occasion therefor shall arise. Failure by Holder to exercise any right or remedy upon the occurrence of an Event of Default shall not constitute a waiver of the right to exercise such right or remedy upon the occurrence of any subsequent Event of Default. In the event that Holder, after the occurrence of an Event

of Default hereunder, consults an attorney regarding the enforcement of any of its rights under this Note or if this Note is placed in the hands of an attorney for collection or if suit be brought to enforce this Note, Maker promises to pay all costs thereof, including reasonable attorneys' fees. Such costs and attorneys' fees shall include, without limitation, costs and reasonable attorneys' fees incurred by Holder in any appellate proceedings or in any proceedings under any present or future federal bankruptcy act, state receivership law or probate.

10. **Transfer of Notes.** Maker may consider and treat the person in whose name this Note shall be registered as the absolute owner thereof for all purposes whatsoever and Maker shall not be affected by any notice to the contrary. Subject to the limitations set forth herein, the registered owner of this Note shall have the right to transfer this Note by assignment, and the transferee thereof shall, upon his or her registration as owner of this Note, become vested with all the powers and rights of the transferor. Registration of any new owners shall take place upon presentation of this Note to Maker at its principal offices, together with a duly authenticated assignment. In case of transfer by operation of law, the transferee agrees to notify Maker of such transfer and of his or her address, and to submit appropriate evidence regarding the transfer so that this Note may be registered in the name of the transferee. This Note is transferable only on the books of the Maker. Notice sent to any registered owner shall be effective as against Holder or transferee of the Note not registered at the time of sending the communication.

11. **Savings Clause; Ceiling Election.** It is expressly stipulated and agreed to be the intent of Maker and Holder at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the indebtedness evidenced by this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount (a) contracted for, charged, taken, reserved or received pursuant to this Note, or any other communication or writing by or between Maker and Holder related to the transaction or transactions that are the subject matter of the Stock Purchase Agreement, (b) contracted for, charged, taken, reserved or received by reason of Holder's exercise of the option to accelerate the maturity of this Note and/or any and all indebtedness paid or payable by Maker to Holder pursuant to the Stock Purchase Agreement (such other indebtedness being referred to in this Section as the "Related Indebtedness"), or (c) Maker will have paid or Holder will have received by reason of any prepayment by Maker of this Note and/or the Related Indebtedness, then it is Maker's and Holder's express intent that all amounts charged in excess of the Maximum Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Rate theretofore collected by Holder shall be credited on the Principal Amount of this Note and/or the Related Indebtedness (or, if this Note and the Related Indebtedness have been or would thereby be paid in full, refunded to Maker), and the provisions of this Note and the Stock Purchase Agreement shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Maker hereby agrees that as a condition precedent to any claim or counterclaim (in which event such proceeding shall be abated for such time period) seeking usury penalties against Holder, Maker will provide written notice to Holder, advising Holder in reasonable detail of the nature and amount of the violation, and Holder shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Maker or crediting such excess interest against this Note then owing by Maker to Holder. All sums contracted for, charged, taken, reserved or received by Holder for the use, forbearance or detention of any debt evidenced by this Note shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of this Note (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of this Note does not exceed the Maximum Rate from time to time in effect and applicable to this Note for so long as debt is outstanding.

12. **GOVERNING LAW AND VENUE.** THIS NOTE IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN DALLAS COUNTY, TEXAS AND THE LAWS (EXCLUDING CHOICE OF LAW PROVISIONS) OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS NOTE, EXCEPT TO THE EXTENT FEDERAL LAWS OTHERWISE GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF ALL OR ANY PART OF THIS NOTE. ALL LEGAL ACTIONS RELATED TO THIS NOTE SHALL BE BROUGHT IN THE APPROPRIATE COURT OF LAW LOCATED IN DALLAS COUNTY, TEXAS, TO THE EXCLUSION OF ALL OTHER VENUES.

13. **WAIVER OF JURY TRIAL.** MAKER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS NOTE OR ANY CONDUCT, ACT OR OMISSION OF HOLDER OR MAKER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH HOLDER OR MAKER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

14. **Miscellaneous.**

A. Notices or communications to be given under this Note shall be given to the respective parties in writing as set forth in the Stock Purchase Agreement.

B. Time is of the essence for this Note.

C. This Note may not be amended, waived, discharged or terminated except by a written instrument signed by Maker and the holders of all of the First Promissory Notes, and any such amendment, waiver, discharge or termination shall be binding on all of the holders of this Note and the other First Promissory Notes.

D. All of the stipulations, promises and agreements in this Note made by or on behalf of Maker shall bind the successors and assigns of Maker, whether so expressed or not, and shall inure to the benefit of the respective successors and assigns of Maker and Holder. Any assignee of Maker or Holder shall agree in writing prior to the effectiveness of such assignment to be bound by the provisions hereof. Maker may not assign its obligations hereunder without the prior written consent of Holder.

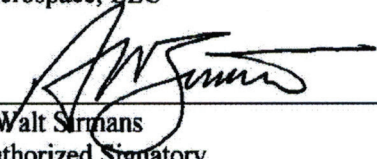
E. If any provision of this Note or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Note nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

[Signature Page Follows]

Effective as of the Effective Date.

MAKER:

Aequis Aerospace, LLC

By: 

Name: Walt Sirmans

Title: Authorized Signatory

PROMISSORY NOTE

(Note 1C)

\$200,000.00

June 2, 2015
Effective Date

June 2, 2017
Maturity Date

1. **Definitions.** As used in this Promissory Note, the following terms shall have the following meanings.

“Business Day” means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Dallas, Texas are authorized or required by law to be closed. Unless otherwise provided, the term “days” when used herein shall mean calendar days.

“Default Rate” means 13% per annum.

“Effective Date” means June 2, 2015.

“First Promissory Notes” means this Note and the two other Notes of like tenor issued by Maker to the other Sellers with the same Maturity Date and with an aggregate principal amount, including this Note, of \$500,000.

“Maturity Date” means June 2, 2017.

“Maker” means Aequs Aerospace LLC, a Delaware limited liability company.

“Maximum Rate” means the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Holder in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits Holder to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law).

“Note” means this Promissory Note and all modifications, increases, replacements, renewals, and extensions of this Promissory Note.

“Second Promissory Notes” means the three other Notes of like tenor issued by Maker to the Sellers with maturity dates of June 2, 2018, and with an aggregate principal amount, of \$500,000.

“Sellers” means Stonehenge Capital Fund Texas, LP, a Delaware limited partnership; Advantage Capital Community Development Fund, LLC, a Louisiana limited liability company; Texas ACP I, LP, a Texas limited partnership (“Holder”), and their successors and assigns.

“Stock Purchase Agreement” means the Stock Purchase Agreement, of even date with this Note among Maker, Sellers, and others, as such may be amended, renewed, extended and replaced from time to time

Any capitalized term used in this Note and not otherwise defined herein shall have the meaning ascribed to each such term in the Stock Purchase Agreement. All terms used herein, whether or not

defined in this Note, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

2. **Promise to Pay.** For value received, Maker, unconditionally hereby promises to pay to the order of Holder at its place of business located at 5000 Plaza on the Lake, Suite 195, Austin, Texas 78746 or at such other place as the holder of this Note may hereafter designate, the principal sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "**Principal Amount**"); *provided, however*, that the Principal Amount of this Note shall be subject to and may be reduced in an amount equal to the QSI Purchase Price Adjustment as set forth in Section 2.05(c)(ii) of the Stock Purchase Agreement.

3. **Interest Rate.** This Note shall bear an interest rate of zero percent (0%) per annum. All past due principal and accrued interest on this Note shall bear interest from maturity (whether at scheduled maturity, upon acceleration of maturity following an Event of Default or otherwise) until paid at the lesser of (i) the Default Rate or (ii) the highest rate for which Maker may legally contract under applicable law.

4. **Payments.** This Note is payable as follows:

Maker shall make to Holder a lump sum payment of the outstanding Principal Amount of this Note (as may be reduced in accordance with the provisions of Paragraph 2 above, in respect of any QSI Purchase Price Adjustment, and Paragraph 7 below, in respect of Buyer's right of set-off set forth therein), which shall be due and payable in full on the Maturity Date.

Payments by check or draft shall not constitute payment in immediately available funds until the required amount is actually received by Holder. If the principal payment on this Note shall become due and payable on a day other than a Business Day, such payment shall be made on the next succeeding Business Day. Acceptance by Holder of any payment in an amount less than the full amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due may become an Event of Default. Maker agrees that all payments of any obligation due hereunder shall be final, and if any such payment is recovered in any bankruptcy, insolvency or similar proceedings instituted by or against Maker, all obligations due hereunder shall be automatically reinstated in respect of the obligation as to which payment is so recovered.

5. **Prepayment.** Maker may prepay this Note in part or in full without penalty before final maturity. Prepayment in full shall consist of payment of the unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note, but in no event will Maker ever be required to pay any unearned interest.

6. **Proportionate Payment of First Promissory Notes.** All payments of unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note shall be *pari passu* in right of payment and in all other respects to the other First Promissory Notes and the terms of such other First Promissory Notes. All payments of this Note, including any prepayment, must be made in proportion to the total aggregate amount of unpaid Principal Amount outstanding on this Note and the other First Promissory Notes collectively.

7. **Right of Set Off.** If, pursuant to the Stock Purchase Agreement, Sellers and Maker have agreed to a resolution of any Direct Claim or Third Party Claim made by a Buyer Indemnitee, or if a suit has been brought to resolve any objection to a Direct Claim or Third Party Claim, then, upon resolution of any such suit, any amount of such resolved Direct Claim or Third Party Claim owed by Sellers to Maker shall be satisfied by setting off such amount from the amounts owed by Maker under the First Promissory

Notes and Second Promissory Notes, in proportion to the Seller's respective Pro Rata Shares; provided, however, that Maker shall first seek satisfaction of such amounts from the Escrowed Purchase Price.

8. **Waiver.** Maker hereby waives all notices of nonpayment, demands for payment, presentments for payment, notices of intention to accelerate maturity, notices of actual acceleration of maturity, grace, protests, notices of protest, and any other demands or notices of any kind as to this Note, diligence in collection hereof and in bringing suit hereon, and any notice of, or defense on account of, the extension of time of payments or change in the method of payments, and without further notice hereby consents to any and all renewals and extensions in the time of payment hereof either before or after maturity and the release of any party primarily or secondarily liable hereon. Maker agrees that Holder's acceptance of partial or delinquent payments, or failure of Holder to exercise any right or remedy contained herein or in any instrument given as security for the payment of this Note shall not be a waiver of any obligation of Maker to Holder or constitute waiver of any similar default subsequently occurring.

9. **Events of Default and Remedies.** An "Event of Default" shall be deemed to exist if any of the following occurs:

A. Maker fails to pay (or cause to be paid) when due the outstanding Principal Amount of this Note in accordance with its terms, through acceleration, or otherwise, and such failure continues in excess of three (3) Business Days following receipt of written notice of such failure, provided that, in the case of insolvency, receivership or bankruptcy proceedings, such failure to pay shall be an automatic and immediate Event of Default and not subject to the written notice requirement;

B. Maker fails to maintain ownership, directly or indirectly through an Affiliate, of 100% of the equity of T&K Machine, Inc., a Texas corporation;

C. Maker makes any distributions to Aerostructures Manufacturing India Private Limited ("AMI") in respect of AMI's ownership of Maker prior to this Note being paid in full;

D. AMI fails to provide funding or financial capitalization to Maker, if required for Maker to perform its obligations to Holder under this Note;

E. AMI ceases to own 100% of the capital interest of Maker during the term of this Note;

F. Insolvency, receivership or bankruptcy proceedings are initiated by or against Maker; or

G. An Event of Default occurs with respect to any of the First Promissory Notes or Second Promissory Notes.

The entire unpaid Principal Amount of this Note and all accrued interest thereon shall automatically and immediately become due and payable upon the occurrence of any Event of Default described herein.

All rights and remedies of Holder shall be cumulative and concurrent and may be pursued singularly, successively, or together, at the sole discretion of Holder, and may be exercised as often as the occasion therefor shall arise. Failure by Holder to exercise any right or remedy upon the occurrence of an Event of Default shall not constitute a waiver of the right to exercise such right or remedy upon the occurrence of any subsequent Event of Default. In the event that Holder, after the occurrence of an Event of Default hereunder, consults an attorney regarding the enforcement of any of its rights under this Note

or if this Note is placed in the hands of an attorney for collection or if suit be brought to enforce this Note, Maker promises to pay all costs thereof, including reasonable attorneys' fees. Such costs and attorneys' fees shall include, without limitation, costs and reasonable attorneys' fees incurred by Holder in any appellate proceedings or in any proceedings under any present or future federal bankruptcy act, state receivership law or probate.

10. **Transfer of Notes.** Maker may consider and treat the person in whose name this Note shall be registered as the absolute owner thereof for all purposes whatsoever and Maker shall not be affected by any notice to the contrary. Subject to the limitations set forth herein, the registered owner of this Note shall have the right to transfer this Note by assignment, and the transferee thereof shall, upon his or her registration as owner of this Note, become vested with all the powers and rights of the transferor. Registration of any new owners shall take place upon presentation of this Note to Maker at its principal offices, together with a duly authenticated assignment. In case of transfer by operation of law, the transferee agrees to notify Maker of such transfer and of his or her address, and to submit appropriate evidence regarding the transfer so that this Note may be registered in the name of the transferee. This Note is transferable only on the books of the Maker. Notice sent to any registered owner shall be effective as against Holder or transferee of the Note not registered at the time of sending the communication.

11. **Savings Clause; Ceiling Election.** It is expressly stipulated and agreed to be the intent of Maker and Holder at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the indebtedness evidenced by this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount (a) contracted for, charged, taken, reserved or received pursuant to this Note, or any other communication or writing by or between Maker and Holder related to the transaction or transactions that are the subject matter of the Stock Purchase Agreement, (b) contracted for, charged, taken, reserved or received by reason of Holder's exercise of the option to accelerate the maturity of this Note and/or any and all indebtedness paid or payable by Maker to Holder pursuant to the Stock Purchase Agreement (such other indebtedness being referred to in this Section as the "Related Indebtedness"), or (c) Maker will have paid or Holder will have received by reason of any prepayment by Maker of this Note and/or the Related Indebtedness, then it is Maker's and Holder's express intent that all amounts charged in excess of the Maximum Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Rate theretofore collected by Holder shall be credited on the Principal Amount of this Note and/or the Related Indebtedness (or, if this Note and the Related Indebtedness have been or would thereby be paid in full, refunded to Maker), and the provisions of this Note and the Stock Purchase Agreement shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Maker hereby agrees that as a condition precedent to any claim or counterclaim (in which event such proceeding shall be abated for such time period) seeking usury penalties against Holder, Maker will provide written notice to Holder, advising Holder in reasonable detail of the nature and amount of the violation, and Holder shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Maker or crediting such excess interest against this Note then owing by Maker to Holder. All sums contracted for, charged, taken, reserved or received by Holder for the use, forbearance or detention of any debt evidenced by this Note shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of this Note (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of this Note does not exceed the Maximum Rate from time to time in effect and applicable to this Note for so long as debt is outstanding.

12. **GOVERNING LAW AND VENUE.** THIS NOTE IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN DALLAS COUNTY, TEXAS AND

THE LAWS (EXCLUDING CHOICE OF LAW PROVISIONS) OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS NOTE, EXCEPT TO THE EXTENT FEDERAL LAWS OTHERWISE GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF ALL OR ANY PART OF THIS NOTE. ALL LEGAL ACTIONS RELATED TO THIS NOTE SHALL BE BROUGHT IN THE APPROPRIATE COURT OF LAW LOCATED IN DALLAS COUNTY, TEXAS, TO THE EXCLUSION OF ALL OTHER VENUES.

13. **WAIVER OF JURY TRIAL.** MAKER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS NOTE OR ANY CONDUCT, ACT OR OMISSION OF HOLDER OR MAKER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH HOLDER OR MAKER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

14. **Miscellaneous.**

A. Notices or communications to be given under this Note shall be given to the respective parties in writing as set forth in the Stock Purchase Agreement.

B. Time is of the essence for this Note.

C. This Note may not be amended, waived, discharged or terminated except by a written instrument signed by Maker and the holders of all of the First Promissory Notes, and any such amendment, waiver, discharge or termination shall be binding on all of the holders of this Note and the other First Promissory Notes.

D. All of the stipulations, promises and agreements in this Note made by or on behalf of Maker shall bind the successors and assigns of Maker, whether so expressed or not, and shall inure to the benefit of the respective successors and assigns of Maker and Holder. Any assignee of Maker or Holder shall agree in writing prior to the effectiveness of such assignment to be bound by the provisions hereof. Maker may not assign its obligations hereunder without the prior written consent of Holder.

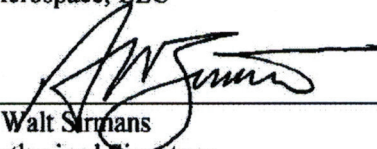
E. If any provision of this Note or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Note nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

[Signature Page Follows]

Effective as of the Effective Date.

MAKER:

Aequis Aerospace, LLC

By: 

Name: Walt Sirmans

Title: Authorized Signatory

PROMISSORY NOTE

(Note 2A)

\$150,000.00

June 2, 2015
Effective Date

June 2, 2018
Maturity Date

1. **Definitions.** As used in this Promissory Note, the following terms shall have the following meanings.

“Business Day” means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Dallas, Texas are authorized or required by law to be closed. Unless otherwise provided, the term “days” when used herein shall mean calendar days.

“Default Rate” means 13% per annum.

“Effective Date” means June 2, 2015.

“First Promissory Notes” means the three other Notes of like tenor issued by Maker to the Sellers with maturity dates of June 2, 2017, and with an aggregate principal amount, of \$500,000.

“Maturity Date” means June 2, 2018.

“Maker” means Aequs Aerospace LLC, a Delaware limited liability company.

“Maximum Rate” means the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Holder in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits Holder to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law).

“Note” means this Promissory Note and all modifications, increases, replacements, renewals, and extensions of this Promissory Note.

“Second Promissory Notes” means this Note and the two other Notes of like tenor issued by Maker to the other Sellers with the same Maturity Date and with an aggregate principal amount, including this Note, of \$500,000.

“Sellers” means Stonehenge Capital Fund Texas, LP, a Delaware limited partnership (“Holder”); Advantage Capital Community Development Fund, LLC, a Louisiana limited liability company; Texas ACP I, LP, a Texas limited partnership, and their successors and assigns.

“Stock Purchase Agreement” means the Stock Purchase Agreement, of even date with this Note among Maker, Sellers, and others, as such may be amended, renewed, extended and replaced from time to time

Any capitalized term used in this Note and not otherwise defined herein shall have the meaning ascribed to each such term in the Stock Purchase Agreement. All terms used herein, whether or not

defined in this Note, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

2. **Promise to Pay.** For value received, Maker, unconditionally hereby promises to pay to the order of Holder at its place of business located at 3625 N. Hall Street, Suite 520, Dallas, Texas 75219 or at such other place as the holder of this Note may hereafter designate, the principal sum of One Hundred and Fifty Thousand and No/100 Dollars (\$150,000.00) (the "**Principal Amount**").

3. **Interest Rate.** This Note shall bear an interest rate of zero percent (0%) per annum. All past due principal and accrued interest on this Note shall bear interest from maturity (whether at scheduled maturity, upon acceleration of maturity following an Event of Default or otherwise) until paid at the lesser of (i) the Default Rate or (ii) the highest rate for which Maker may legally contract under applicable law.

4. **Payments.** This Note is payable as follows:

Maker shall make to Holder a lump sum payment of the outstanding Principal Amount of this Note (as may be reduced in accordance with the provisions of Paragraph 7 below, in respect of Buyer's right of set-off set forth therein), which shall be due and payable in full on the Maturity Date.

Payments by check or draft shall not constitute payment in immediately available funds until the required amount is actually received by Holder. If the principal payment on this Note shall become due and payable on a day other than a Business Day, such payment shall be made on the next succeeding Business Day. Acceptance by Holder of any payment in an amount less than the full amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due may become an Event of Default. Maker agrees that all payments of any obligation due hereunder shall be final, and if any such payment is recovered in any bankruptcy, insolvency or similar proceedings instituted by or against Maker, all obligations due hereunder shall be automatically reinstated in respect of the obligation as to which payment is so recovered.

5. **Prepayment.** Maker may prepay this Note in part or in full without penalty before final maturity. Prepayment in full shall consist of payment of the unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note, but in no event will Maker ever be required to pay any unearned interest.

6. **Proportionate Payment of Second Promissory Notes.** All payments of unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note shall be *pari passu* in right of payment and in all other respects to the other Second Promissory Notes and the terms of such other Second Promissory Notes. All payments of this Note, including any prepayment, must be made in proportion to the total aggregate amount of unpaid Principal Amount outstanding on this Note and the other Second Promissory Notes collectively.

7. **Right of Set Off.** If, pursuant to the Stock Purchase Agreement, Sellers and Maker have agreed to a resolution of any Direct Claim or Third Party Claim made by a Buyer Indemnitee, or if a suit has been brought to resolve any objection to a Direct Claim or Third Party Claim, then, upon resolution of any such suit, any amount of such resolved Direct Claim or Third Party Claim owed by Sellers to Maker shall be satisfied by setting off such amount from the amounts owed by Maker under the First Promissory Notes and Second Promissory Notes, in proportion to the Seller's respective Pro Rata Shares; provided, however, that Maker shall first seek satisfaction of such amounts from the Escrowed Purchase Price.

8. **Waiver.** Maker hereby waives all notices of nonpayment, demands for payment, presentments for payment, notices of intention to accelerate maturity, notices of actual acceleration of maturity, grace, protests, notices of protest, and any other demands or notices of any kind as to this Note, diligence in collection hereof and in bringing suit hereon, and any notice of, or defense on account of, the extension of time of payments or change in the method of payments, and without further notice hereby consents to any and all renewals and extensions in the time of payment hereof either before or after maturity and the release of any party primarily or secondarily liable hereon. Maker agrees that Holder's acceptance of partial or delinquent payments, or failure of Holder to exercise any right or remedy contained herein or in any instrument given as security for the payment of this Note shall not be a waiver of any obligation of Maker to Holder or constitute waiver of any similar default subsequently occurring.

9. **Events of Default and Remedies.** An "Event of Default" shall be deemed to exist if any of the following occurs:

A. Maker fails to pay (or cause to be paid) when due the outstanding Principal Amount of this Note in accordance with its terms, through acceleration, or otherwise, and such failure continues in excess of three (3) Business Days following receipt of written notice of such failure, provided that, in the case of insolvency, receivership or bankruptcy proceedings, such failure to pay shall be an automatic and immediate Event of Default and not subject to the written notice requirement;

B. Maker fails to maintain ownership, directly or indirectly through an Affiliate, of 100% of the equity of T&K Machine, Inc., a Texas corporation;

C. Maker makes any distributions to Aerostructures Manufacturing India Private Limited ("AMI") in respect of AMI's ownership of Maker prior to this Note being paid in full;

D. AMI fails to provide funding or financial capitalization to Maker, if required for Maker to perform its obligations to Holder under this Note;

E. AMI ceases to own 100% of the capital interest of Maker during the term of this Note;

F. Insolvency, receivership or bankruptcy proceedings are initiated by or against Maker; or

G. An Event of Default occurs with respect to any of the First Promissory Notes or Second Promissory Notes.

The entire unpaid Principal Amount of this Note and all accrued interest thereon shall automatically and immediately become due and payable upon the occurrence of any Event of Default described herein.

All rights and remedies of Holder shall be cumulative and concurrent and may be pursued singularly, successively, or together, at the sole discretion of Holder, and may be exercised as often as the occasion therefor shall arise. Failure by Holder to exercise any right or remedy upon the occurrence of an Event of Default shall not constitute a waiver of the right to exercise such right or remedy upon the occurrence of any subsequent Event of Default. In the event that Holder, after the occurrence of an Event of Default hereunder, consults an attorney regarding the enforcement of any of its rights under this Note or if this Note is placed in the hands of an attorney for collection or if suit be brought to enforce this Note, Maker promises to pay all costs thereof, including reasonable attorneys' fees. Such costs and attorneys' fees shall include, without limitation, costs and reasonable attorneys' fees incurred by Holder in any

appellate proceedings or in any proceedings under any present or future federal bankruptcy act, state receivership law or probate.

10. **Transfer of Notes.** Maker may consider and treat the person in whose name this Note shall be registered as the absolute owner thereof for all purposes whatsoever and Maker shall not be affected by any notice to the contrary. Subject to the limitations set forth herein, the registered owner of this Note shall have the right to transfer this Note by assignment, and the transferee thereof shall, upon his or her registration as owner of this Note, become vested with all the powers and rights of the transferor. Registration of any new owners shall take place upon presentation of this Note to Maker at its principal offices, together with a duly authenticated assignment. In case of transfer by operation of law, the transferee agrees to notify Maker of such transfer and of his or her address, and to submit appropriate evidence regarding the transfer so that this Note may be registered in the name of the transferee. This Note is transferable only on the books of the Maker. Notice sent to any registered owner shall be effective as against Holder or transferee of the Note not registered at the time of sending the communication.

11. **Savings Clause; Ceiling Election.** It is expressly stipulated and agreed to be the intent of Maker and Holder at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the indebtedness evidenced by this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount (a) contracted for, charged, taken, reserved or received pursuant to this Note, or any other communication or writing by or between Maker and Holder related to the transaction or transactions that are the subject matter of the Stock Purchase Agreement, (b) contracted for, charged, taken, reserved or received by reason of Holder's exercise of the option to accelerate the maturity of this Note and/or any and all indebtedness paid or payable by Maker to Holder pursuant to the Stock Purchase Agreement (such other indebtedness being referred to in this Section as the "Related Indebtedness"), or (c) Maker will have paid or Holder will have received by reason of any prepayment by Maker of this Note and/or the Related Indebtedness, then it is Maker's and Holder's express intent that all amounts charged in excess of the Maximum Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Rate theretofore collected by Holder shall be credited on the Principal Amount of this Note and/or the Related Indebtedness (or, if this Note and the Related Indebtedness have been or would thereby be paid in full, refunded to Maker), and the provisions of this Note and the Stock Purchase Agreement shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Maker hereby agrees that as a condition precedent to any claim or counterclaim (in which event such proceeding shall be abated for such time period) seeking usury penalties against Holder, Maker will provide written notice to Holder, advising Holder in reasonable detail of the nature and amount of the violation, and Holder shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Maker or crediting such excess interest against this Note then owing by Maker to Holder. All sums contracted for, charged, taken, reserved or received by Holder for the use, forbearance or detention of any debt evidenced by this Note shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of this Note (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of this Note does not exceed the Maximum Rate from time to time in effect and applicable to this Note for so long as debt is outstanding.

12. **GOVERNING LAW AND VENUE.** THIS NOTE IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN DALLAS COUNTY, TEXAS AND THE LAWS (EXCLUDING CHOICE OF LAW PROVISIONS) OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS NOTE, EXCEPT TO THE EXTENT FEDERAL LAWS OTHERWISE GOVERN THE VALIDITY,

CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF ALL OR ANY PART OF THIS NOTE. ALL LEGAL ACTIONS RELATED TO THIS NOTE SHALL BE BROUGHT IN THE APPROPRIATE COURT OF LAW LOCATED IN DALLAS COUNTY, TEXAS, TO THE EXCLUSION OF ALL OTHER VENUES.

13. **WAIVER OF JURY TRIAL.** MAKER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS NOTE OR ANY CONDUCT, ACT OR OMISSION OF HOLDER OR MAKER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH HOLDER OR MAKER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

14. **Miscellaneous.**

A. Notices or communications to be given under this Note shall be given to the respective parties in writing as set forth in the Stock Purchase Agreement.

B. Time is of the essence for this Note.

C. This Note may not be amended, waived, discharged or terminated except by a written instrument signed by Maker and the holders of all of the Second Promissory Notes, and any such amendment, waiver, discharge or termination shall be binding on all of the holders of this Note and the other Second Promissory Notes.

D. All of the stipulations, promises and agreements in this Note made by or on behalf of Maker shall bind the successors and assigns of Maker, whether so expressed or not, and shall inure to the benefit of the respective successors and assigns of Maker and Holder. Any assignee of Maker or Holder shall agree in writing prior to the effectiveness of such assignment to be bound by the provisions hereof. Maker may not assign its obligations hereunder without the prior written consent of Holder.

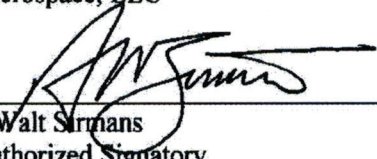
E. If any provision of this Note or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Note nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

[Signature Page Follows]

Effective as of the Effective Date.

MAKER:

Aequis Aerospace, LLC

By: 

Name: Walt Sirmans

Title: Authorized Signatory

PROMISSORY NOTE

(Note 2B)

\$150,000.00

June 2, 2015
Effective Date

June 2, 2018
Maturity Date

1. **Definitions.** As used in this Promissory Note, the following terms shall have the following meanings.

“Business Day” means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Dallas, Texas are authorized or required by law to be closed. Unless otherwise provided, the term “days” when used herein shall mean calendar days.

“Default Rate” means 13% per annum.

“Effective Date” means June 2, 2015.

“First Promissory Notes” means the three other Notes of like tenor issued by Maker to the Sellers with maturity dates of June 2, 2017, and with an aggregate principal amount, of \$500,000.

“Maturity Date” means June 2, 2018.

“Maker” means Aequs Aerospace LLC, a Delaware limited liability company.

“Maximum Rate” means the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Holder in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits Holder to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law).

“Note” means this Promissory Note and all modifications, increases, replacements, renewals, and extensions of this Promissory Note.

“Second Promissory Notes” means this Note and the two other Notes of like tenor issued by Maker to the other Sellers with the same Maturity Date and with an aggregate principal amount, including this Note, of \$500,000.

“Sellers” means Stonehenge Capital Fund Texas, LP, a Delaware limited partnership; Advantage Capital Community Development Fund, LLC, a Louisiana limited liability company (“Holder”); Texas ACP I, LP, a Texas limited partnership, and their successors and assigns.

“Stock Purchase Agreement” means the Stock Purchase Agreement, of even date with this Note among Maker, Sellers, and others, as such may be amended, renewed, extended and replaced from time to time

Any capitalized term used in this Note and not otherwise defined herein shall have the meaning ascribed to each such term in the Stock Purchase Agreement. All terms used herein, whether or not

defined in this Note, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

2. **Promise to Pay.** For value received, Maker, unconditionally hereby promises to pay to the order of Holder at its place of business located at Clayton Plaza, 190 Carondelet Plaza, Suite 1500, St' Louis, Missouri 63105 or at such other place as the holder of this Note may hereafter designate, the principal sum of One Hundred and Fifty Thousand and No/100 Dollars (\$150,000.00) (the "**Principal Amount**").

3. **Interest Rate.** This Note shall bear an interest rate of zero percent (0%) per annum. All past due principal and accrued interest on this Note shall bear interest from maturity (whether at scheduled maturity, upon acceleration of maturity following an Event of Default or otherwise) until paid at the lesser of (i) the Default Rate or (ii) the highest rate for which Maker may legally contract under applicable law.

4. **Payments.** This Note is payable as follows:

Maker shall make to Holder a lump sum payment of the outstanding Principal Amount of this Note (as may be reduced in accordance with the provisions of Paragraph 7 below, in respect of Buyer's right of set-off set forth therein), which shall be due and payable in full on the Maturity Date.

Payments by check or draft shall not constitute payment in immediately available funds until the required amount is actually received by Holder. If the principal payment on this Note shall become due and payable on a day other than a Business Day, such payment shall be made on the next succeeding Business Day. Acceptance by Holder of any payment in an amount less than the full amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due may become an Event of Default. Maker agrees that all payments of any obligation due hereunder shall be final, and if any such payment is recovered in any bankruptcy, insolvency or similar proceedings instituted by or against Maker, all obligations due hereunder shall be automatically reinstated in respect of the obligation as to which payment is so recovered.

5. **Prepayment.** Maker may prepay this Note in part or in full without penalty before final maturity. Prepayment in full shall consist of payment of the unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note, but in no event will Maker ever be required to pay any unearned interest.

6. **Proportionate Payment of Second Promissory Notes.** All payments of unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note shall be *pari passu* in right of payment and in all other respects to the other Second Promissory Notes and the terms of such other Second Promissory Notes. All payments of this Note, including any prepayment, must be made in proportion to the total aggregate amount of unpaid Principal Amount outstanding on this Note and the other Second Promissory Notes collectively.

7. **Right of Set Off.** If, pursuant to the Stock Purchase Agreement, Sellers and Maker have agreed to a resolution of any Direct Claim or Third Party Claim made by a Buyer Indemnitee, or if a suit has been brought to resolve any objection to a Direct Claim or Third Party Claim, then, upon resolution of any such suit, any amount of such resolved Direct Claim or Third Party Claim owed by Sellers to Maker shall be satisfied by setting off such amount from the amounts owed by Maker under the First Promissory Notes and Second Promissory Notes, in proportion to the Seller's respective Pro Rata Shares; provided, however, that Maker shall first seek satisfaction of such amounts from the Escrowed Purchase Price.

8. **Waiver.** Maker hereby waives all notices of nonpayment, demands for payment, presentments for payment, notices of intention to accelerate maturity, notices of actual acceleration of maturity, grace, protests, notices of protest, and any other demands or notices of any kind as to this Note, diligence in collection hereof and in bringing suit hereon, and any notice of, or defense on account of, the extension of time of payments or change in the method of payments, and without further notice hereby consents to any and all renewals and extensions in the time of payment hereof either before or after maturity and the release of any party primarily or secondarily liable hereon. Maker agrees that Holder's acceptance of partial or delinquent payments, or failure of Holder to exercise any right or remedy contained herein or in any instrument given as security for the payment of this Note shall not be a waiver of any obligation of Maker to Holder or constitute waiver of any similar default subsequently occurring.

9. **Events of Default and Remedies.** An "Event of Default" shall be deemed to exist if any of the following occurs:

A. Maker fails to pay (or cause to be paid) when due the outstanding Principal Amount of this Note in accordance with its terms, through acceleration, or otherwise, and such failure continues in excess of three (3) Business Days following receipt of written notice of such failure, provided that, in the case of insolvency, receivership or bankruptcy proceedings, such failure to pay shall be an automatic and immediate Event of Default and not subject to the written notice requirement;

B. Maker fails to maintain ownership, directly or indirectly through an Affiliate, of 100% of the equity of T&K Machine, Inc., a Texas corporation;

C. Maker makes any distributions to Aerostructures Manufacturing India Private Limited ("AMI") in respect of AMI's ownership of Maker prior to this Note being paid in full;

D. AMI fails to provide funding or financial capitalization to Maker, if required for Maker to perform its obligations to Holder under this Note;

E. AMI ceases to own 100% of the capital interest of Maker during the term of this Note;

F. Insolvency, receivership or bankruptcy proceedings are initiated by or against Maker; or

G. An Event of Default occurs with respect to any of the First Promissory Notes or Second Promissory Notes.

The entire unpaid Principal Amount of this Note and all accrued interest thereon shall automatically and immediately become due and payable upon the occurrence of any Event of Default described herein.

All rights and remedies of Holder shall be cumulative and concurrent and may be pursued singularly, successively, or together, at the sole discretion of Holder, and may be exercised as often as the occasion therefor shall arise. Failure by Holder to exercise any right or remedy upon the occurrence of an Event of Default shall not constitute a waiver of the right to exercise such right or remedy upon the occurrence of any subsequent Event of Default. In the event that Holder, after the occurrence of an Event of Default hereunder, consults an attorney regarding the enforcement of any of its rights under this Note or if this Note is placed in the hands of an attorney for collection or if suit be brought to enforce this Note, Maker promises to pay all costs thereof, including reasonable attorneys' fees. Such costs and attorneys'

fees shall include, without limitation, costs and reasonable attorneys' fees incurred by Holder in any appellate proceedings or in any proceedings under any present or future federal bankruptcy act, state receivership law or probate.

10. **Transfer of Notes.** Maker may consider and treat the person in whose name this Note shall be registered as the absolute owner thereof for all purposes whatsoever and Maker shall not be affected by any notice to the contrary. Subject to the limitations set forth herein, the registered owner of this Note shall have the right to transfer this Note by assignment, and the transferee thereof shall, upon his or her registration as owner of this Note, become vested with all the powers and rights of the transferor. Registration of any new owners shall take place upon presentation of this Note to Maker at its principal offices, together with a duly authenticated assignment. In case of transfer by operation of law, the transferee agrees to notify Maker of such transfer and of his or her address, and to submit appropriate evidence regarding the transfer so that this Note may be registered in the name of the transferee. This Note is transferable only on the books of the Maker. Notice sent to any registered owner shall be effective as against Holder or transferee of the Note not registered at the time of sending the communication.

11. **Savings Clause; Ceiling Election.** It is expressly stipulated and agreed to be the intent of Maker and Holder at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the indebtedness evidenced by this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount (a) contracted for, charged, taken, reserved or received pursuant to this Note, or any other communication or writing by or between Maker and Holder related to the transaction or transactions that are the subject matter of the Stock Purchase Agreement, (b) contracted for, charged, taken, reserved or received by reason of Holder's exercise of the option to accelerate the maturity of this Note and/or any and all indebtedness paid or payable by Maker to Holder pursuant to the Stock Purchase Agreement (such other indebtedness being referred to in this Section as the "Related Indebtedness"), or (c) Maker will have paid or Holder will have received by reason of any prepayment by Maker of this Note and/or the Related Indebtedness, then it is Maker's and Holder's express intent that all amounts charged in excess of the Maximum Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Rate theretofore collected by Holder shall be credited on the Principal Amount of this Note and/or the Related Indebtedness (or, if this Note and the Related Indebtedness have been or would thereby be paid in full, refunded to Maker), and the provisions of this Note and the Stock Purchase Agreement shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Maker hereby agrees that as a condition precedent to any claim or counterclaim (in which event such proceeding shall be abated for such time period) seeking usury penalties against Holder, Maker will provide written notice to Holder, advising Holder in reasonable detail of the nature and amount of the violation, and Holder shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Maker or crediting such excess interest against this Note then owing by Maker to Holder. All sums contracted for, charged, taken, reserved or received by Holder for the use, forbearance or detention of any debt evidenced by this Note shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of this Note (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of this Note does not exceed the Maximum Rate from time to time in effect and applicable to this Note for so long as debt is outstanding.

12. **GOVERNING LAW AND VENUE.** THIS NOTE IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN DALLAS COUNTY, TEXAS AND THE LAWS (EXCLUDING CHOICE OF LAW PROVISIONS) OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS NOTE,

EXCEPT TO THE EXTENT FEDERAL LAWS OTHERWISE GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF ALL OR ANY PART OF THIS NOTE. ALL LEGAL ACTIONS RELATED TO THIS NOTE SHALL BE BROUGHT IN THE APPROPRIATE COURT OF LAW LOCATED IN DALLAS COUNTY, TEXAS, TO THE EXCLUSION OF ALL OTHER VENUES.

13. **WAIVER OF JURY TRIAL.** MAKER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS NOTE OR ANY CONDUCT, ACT OR OMISSION OF HOLDER OR MAKER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH HOLDER OR MAKER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

14. **Miscellaneous.**

A. Notices or communications to be given under this Note shall be given to the respective parties in writing as set forth in the Stock Purchase Agreement.

B. Time is of the essence for this Note.

C. This Note may not be amended, waived, discharged or terminated except by a written instrument signed by Maker and the holders of all of the Second Promissory Notes, and any such amendment, waiver, discharge or termination shall be binding on all of the holders of this Note and the other Second Promissory Notes.

D. All of the stipulations, promises and agreements in this Note made by or on behalf of Maker shall bind the successors and assigns of Maker, whether so expressed or not, and shall inure to the benefit of the respective successors and assigns of Maker and Holder. Any assignee of Maker or Holder shall agree in writing prior to the effectiveness of such assignment to be bound by the provisions hereof. Maker may not assign its obligations hereunder without the prior written consent of Holder.

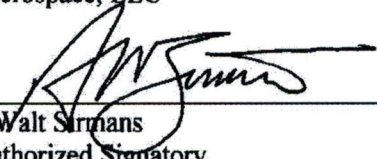
E. If any provision of this Note or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Note nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

[Signature Page Follows]

Effective as of the Effective Date.

MAKER:

Aequis Aerospace, LLC

By: 

Name: Walt Sirmans

Title: Authorized Signatory

PROMISSORY NOTE
(Note 2C)

\$200,000.00

June 2, 2015
Effective Date

June 2, 2018
Maturity Date

1. **Definitions.** As used in this Promissory Note, the following terms shall have the following meanings.

“Business Day” means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Dallas, Texas are authorized or required by law to be closed. Unless otherwise provided, the term “days” when used herein shall mean calendar days.

“Default Rate” means 13% per annum.

“Effective Date” means June 2, 2015.

“First Promissory Notes” means the three other Notes of like tenor issued by Maker to the Sellers with maturity dates of June 2, 2017, and with an aggregate principal amount, of \$500,000.

“Maturity Date” means June 2, 2018.

“Maker” means Aequs Aerospace LLC, a Delaware limited liability company.

“Maximum Rate” means the maximum lawful rate of interest which may be contracted for, charged, taken, received or reserved by Holder in accordance with the applicable laws of the State of Texas (or applicable United States federal law to the extent that such law permits Holder to contract for, charge, take, receive or reserve a greater amount of interest than under Texas law).

“Note” means this Promissory Note and all modifications, increases, replacements, renewals, and extensions of this Promissory Note.

“Second Promissory Notes” means this Note and the two other Notes of like tenor issued by Maker to the other Sellers with the same Maturity Date and with an aggregate principal amount, including this Note, of \$500,000.

“Sellers” means Stonehenge Capital Fund Texas, LP, a Delaware limited partnership; Advantage Capital Community Development Fund, LLC, a Louisiana limited liability company; Texas ACP I, LP, a Texas limited partnership (“Holder”), and their successors and assigns.

“Stock Purchase Agreement” means the Stock Purchase Agreement, of even date with this Note among Maker, Sellers, and others, as such may be amended, renewed, extended and replaced from time to time

Any capitalized term used in this Note and not otherwise defined herein shall have the meaning ascribed to each such term in the Stock Purchase Agreement. All terms used herein, whether or not

defined in this Note, and whether used in singular or plural form, shall be deemed to refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

2. **Promise to Pay.** For value received, Maker, unconditionally hereby promises to pay to the order of Holder at its place of business located at 5000 Plaza on the Lake, Suite 195, Austin, Texas 78746 or at such other place as the holder of this Note may hereafter designate, the principal sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) (the "**Principal Amount**").

3. **Interest Rate.** This Note shall bear an interest rate of zero percent (0%) per annum. All past due principal and accrued interest on this Note shall bear interest from maturity (whether at scheduled maturity, upon acceleration of maturity following an Event of Default or otherwise) until paid at the lesser of (i) the Default Rate or (ii) the highest rate for which Maker may legally contract under applicable law.

4. **Payments.** This Note is payable as follows:

Maker shall make to Holder a lump sum payment of the outstanding Principal Amount of this Note (as may be reduced in accordance with the provisions of Paragraph 7 below, in respect of Buyer's right of set-off set forth therein), which shall be due and payable in full on the Maturity Date.

Payments by check or draft shall not constitute payment in immediately available funds until the required amount is actually received by Holder. If the principal payment on this Note shall become due and payable on a day other than a Business Day, such payment shall be made on the next succeeding Business Day. Acceptance by Holder of any payment in an amount less than the full amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due may become an Event of Default. Maker agrees that all payments of any obligation due hereunder shall be final, and if any such payment is recovered in any bankruptcy, insolvency or similar proceedings instituted by or against Maker, all obligations due hereunder shall be automatically reinstated in respect of the obligation as to which payment is so recovered.

5. **Prepayment.** Maker may prepay this Note in part or in full without penalty before final maturity. Prepayment in full shall consist of payment of the unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note, but in no event will Maker ever be required to pay any unearned interest.

6. **Proportionate Payment of Second Promissory Notes.** All payments of unpaid Principal Amount and all other amounts, costs and expenses for which Maker is responsible under this Note shall be *pari passu* in right of payment and in all other respects to the other Second Promissory Notes and the terms of such other Second Promissory Notes. All payments of this Note, including any prepayment, must be made in proportion to the total aggregate amount of unpaid Principal Amount outstanding on this Note and the other Second Promissory Notes collectively.

7. **Right of Set Off.** If, pursuant to the Stock Purchase Agreement, Sellers and Maker have agreed to a resolution of any Direct Claim or Third Party Claim made by a Buyer Indemnitee, or if a suit has been brought to resolve any objection to a Direct Claim or Third Party Claim, then, upon resolution of any such suit, any amount of such resolved Direct Claim or Third Party Claim owed by Sellers to Maker shall be satisfied by setting off such amount from the amounts owed by Maker under the First Promissory Notes and Second Promissory Notes, in proportion to the Seller's respective Pro Rata Shares; provided, however, that Maker shall first seek satisfaction of such amounts from the Escrowed Purchase Price.

8. **Waiver.** Maker hereby waives all notices of nonpayment, demands for payment, presentments for payment, notices of intention to accelerate maturity, notices of actual acceleration of maturity, grace, protests, notices of protest, and any other demands or notices of any kind as to this Note, diligence in collection hereof and in bringing suit hereon, and any notice of, or defense on account of, the extension of time of payments or change in the method of payments, and without further notice hereby consents to any and all renewals and extensions in the time of payment hereof either before or after maturity and the release of any party primarily or secondarily liable hereon. Maker agrees that Holder's acceptance of partial or delinquent payments, or failure of Holder to exercise any right or remedy contained herein or in any instrument given as security for the payment of this Note shall not be a waiver of any obligation of Maker to Holder or constitute waiver of any similar default subsequently occurring.

9. **Events of Default and Remedies.** An "Event of Default" shall be deemed to exist if any of the following occurs:

A. Maker fails to pay (or cause to be paid) when due the outstanding Principal Amount of this Note in accordance with its terms, through acceleration, or otherwise, and such failure continues in excess of three (3) Business Days following receipt of written notice of such failure, provided that, in the case of insolvency, receivership or bankruptcy proceedings, such failure to pay shall be an automatic and immediate Event of Default and not subject to the written notice requirement;

B. Maker fails to maintain ownership, directly or indirectly through an Affiliate, of 100% of the equity of T&K Machine, Inc., a Texas corporation;

C. Maker makes any distributions to Aerostructures Manufacturing India Private Limited ("AMI") in respect of AMI's ownership of Maker prior to this Note being paid in full;

D. AMI fails to provide funding or financial capitalization to Maker, if required for Maker to perform its obligations to Holder under this Note;

E. AMI ceases to own 100% of the capital interest of Maker during the term of this Note;

F. Insolvency, receivership or bankruptcy proceedings are initiated by or against Maker; or

G. An Event of Default occurs with respect to any of the First Promissory Notes or Second Promissory Notes.

The entire unpaid Principal Amount of this Note and all accrued interest thereon shall automatically and immediately become due and payable upon the occurrence of any Event of Default described herein.

All rights and remedies of Holder shall be cumulative and concurrent and may be pursued singularly, successively, or together, at the sole discretion of Holder, and may be exercised as often as the occasion therefor shall arise. Failure by Holder to exercise any right or remedy upon the occurrence of an Event of Default shall not constitute a waiver of the right to exercise such right or remedy upon the occurrence of any subsequent Event of Default. In the event that Holder, after the occurrence of an Event of Default hereunder, consults an attorney regarding the enforcement of any of its rights under this Note or if this Note is placed in the hands of an attorney for collection or if suit be brought to enforce this Note, Maker promises to pay all costs thereof, including reasonable attorneys' fees. Such costs and attorneys' fees shall include, without limitation, costs and reasonable attorneys' fees incurred by Holder in any

appellate proceedings or in any proceedings under any present or future federal bankruptcy act, state receivership law or probate.

10. **Transfer of Notes.** Maker may consider and treat the person in whose name this Note shall be registered as the absolute owner thereof for all purposes whatsoever and Maker shall not be affected by any notice to the contrary. Subject to the limitations set forth herein, the registered owner of this Note shall have the right to transfer this Note by assignment, and the transferee thereof shall, upon his or her registration as owner of this Note, become vested with all the powers and rights of the transferor. Registration of any new owners shall take place upon presentation of this Note to Maker at its principal offices, together with a duly authenticated assignment. In case of transfer by operation of law, the transferee agrees to notify Maker of such transfer and of his or her address, and to submit appropriate evidence regarding the transfer so that this Note may be registered in the name of the transferee. This Note is transferable only on the books of the Maker. Notice sent to any registered owner shall be effective as against Holder or transferee of the Note not registered at the time of sending the communication.

11. **Savings Clause; Ceiling Election.** It is expressly stipulated and agreed to be the intent of Maker and Holder at all times to comply strictly with the applicable Texas law governing the maximum rate or amount of interest payable on the indebtedness evidenced by this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount (a) contracted for, charged, taken, reserved or received pursuant to this Note, or any other communication or writing by or between Maker and Holder related to the transaction or transactions that are the subject matter of the Stock Purchase Agreement, (b) contracted for, charged, taken, reserved or received by reason of Holder's exercise of the option to accelerate the maturity of this Note and/or any and all indebtedness paid or payable by Maker to Holder pursuant to the Stock Purchase Agreement (such other indebtedness being referred to in this Section as the "Related Indebtedness"), or (c) Maker will have paid or Holder will have received by reason of any prepayment by Maker of this Note and/or the Related Indebtedness, then it is Maker's and Holder's express intent that all amounts charged in excess of the Maximum Rate shall be automatically canceled, ab initio, and all amounts in excess of the Maximum Rate theretofore collected by Holder shall be credited on the Principal Amount of this Note and/or the Related Indebtedness (or, if this Note and the Related Indebtedness have been or would thereby be paid in full, refunded to Maker), and the provisions of this Note and the Stock Purchase Agreement shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Maker hereby agrees that as a condition precedent to any claim or counterclaim (in which event such proceeding shall be abated for such time period) seeking usury penalties against Holder, Maker will provide written notice to Holder, advising Holder in reasonable detail of the nature and amount of the violation, and Holder shall have sixty (60) days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Maker or crediting such excess interest against this Note then owing by Maker to Holder. All sums contracted for, charged, taken, reserved or received by Holder for the use, forbearance or detention of any debt evidenced by this Note shall, to the extent permitted by applicable law, be amortized or spread, using the actuarial method, throughout the stated term of this Note (including any and all renewal and extension periods) until payment in full so that the rate or amount of interest on account of this Note does not exceed the Maximum Rate from time to time in effect and applicable to this Note for so long as debt is outstanding.

12. **GOVERNING LAW AND VENUE.** THIS NOTE IS BEING EXECUTED AND DELIVERED, AND IS INTENDED TO BE PERFORMED, IN DALLAS COUNTY, TEXAS AND THE LAWS (EXCLUDING CHOICE OF LAW PROVISIONS) OF SUCH STATE SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS NOTE, EXCEPT TO THE EXTENT FEDERAL LAWS OTHERWISE GOVERN THE VALIDITY,

CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF ALL OR ANY PART OF THIS NOTE. ALL LEGAL ACTIONS RELATED TO THIS NOTE SHALL BE BROUGHT IN THE APPROPRIATE COURT OF LAW LOCATED IN DALLAS COUNTY, TEXAS, TO THE EXCLUSION OF ALL OTHER VENUES.

13. **WAIVER OF JURY TRIAL.** MAKER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES AND FOREVER FORGOES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS NOTE OR ANY CONDUCT, ACT OR OMISSION OF HOLDER OR MAKER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH HOLDER OR MAKER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

14. **Miscellaneous.**

A. Notices or communications to be given under this Note shall be given to the respective parties in writing as set forth in the Stock Purchase Agreement.

B. Time is of the essence for this Note.

C. This Note may not be amended, waived, discharged or terminated except by a written instrument signed by Maker and the holders of all of the Second Promissory Notes, and any such amendment, waiver, discharge or termination shall be binding on all of the holders of this Note and the other Second Promissory Notes.

D. All of the stipulations, promises and agreements in this Note made by or on behalf of Maker shall bind the successors and assigns of Maker, whether so expressed or not, and shall inure to the benefit of the respective successors and assigns of Maker and Holder. Any assignee of Maker or Holder shall agree in writing prior to the effectiveness of such assignment to be bound by the provisions hereof. Maker may not assign its obligations hereunder without the prior written consent of Holder.

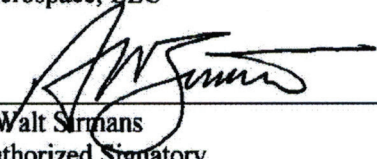
E. If any provision of this Note or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then neither the remainder of this Note nor the application of such provision to other persons or circumstances nor the other instruments referred to herein shall be affected thereby, but rather shall be enforced to the greatest extent permitted by applicable law.

[Signature Page Follows]

Effective as of the Effective Date.

MAKER:

Aequis Aerospace, LLC

By: 

Name: Walt Sirmans

Title: Authorized Signatory