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

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): August 14, 2017

CANCER GENETICS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**001-35817**	**04-3462475**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

201 Route 17 North 2nd Floor, Rutherford, New Jersey	**07070**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's telephone number, including area code (201) 528-9200

(Former name or former address, if changed since last report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined by Rule 405 of the Securities Act of 1933 (17 §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Item 1.01. Entry into a Material Definitive Agreement.

VivoPharm Acquisition

On August 14, 2017, Cancer Genetics, Inc., a Delaware corporation ("Cancer Genetics" or the "Company"), entered into a Stock Purchase Agreement dated as of August 14, 2017 (the "Stock Purchase Agreement"), by and among the Company, the Trustee of The Brandt Family Trust, a trust organized under the laws of Australia, Sabine Brandt (the "Trust"), Royal Melbourne Institute of Technology, established under the laws of Victoria, Australia ("RMIT"), South Australian Life Science Advancement Partnership, LP, a limited partnership organized under the laws of Australia ("SALSA"), vivoPharm Pty Ltd. ACN 106 101 615, a corporation organized under the laws of Australia ("vivoPharm"), the Shareholders' Representative party thereto, certain members of vivoPharm's management party thereto (the "Management Parties" and, together with the Trust, RMIT, SALSA and certain other stockholders of vivoPharm named therein, the "Selling Shareholders") and certain other stockholders of vivoPharm named therein, pursuant to which the Company acquired vivoPharm. The transactions contemplated by the Stock Purchase Agreement were consummated on August 16, 2017. Prior to the Company's acquisition, vivoPharm was a privately-held provider of proprietary preclinical oncology and immuno-oncology services, offering integrated services in different disease areas to the biotechnology and pharmaceutical industries. Upon consummation of the transactions contemplated by the Stock Purchase Agreement, vivoPharm became a wholly-owned subsidiary of the Company.

In connection with the closing of the transactions contemplated by the Stock Purchase Agreement (the "Closing"), the Selling Shareholders received (i) cash consideration of $1.2 million and (ii) stock consideration of 3,068,182 shares of the Company's common stock. The Company has deposited in escrow 20% of the stock consideration until the expiration of 12 months from the date of the Closing to serve as the initial source for any indemnification claims and adjustments.

Each of the Selling Shareholders, vivoPharm and the Company has made customary representations and warranties in the Stock Purchase Agreement and has agreed to customary covenants, including covenants of the Management Parties regarding non-competition and non-solicitation. In addition, the Company entered into employment agreements with certain members of vivoPharm's management team.

The foregoing description of the Stock Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Stock Purchase Agreement, which is filed as Exhibit 2.1 hereto and is incorporated herein by reference.

Cautionary Statements

The Stock Purchase Agreement has been included to provide investors with information regarding its terms. Except for its status as a contractual document that establishes and governs the legal relations among the parties thereto with respect to the transactions described above, the Stock Purchase Agreement is not intended to be a source of factual, business or operational information about the parties.

The Stock Purchase Agreement contains representations and warranties made by the parties to each other regarding certain matters. The assertions embodied in the representations and warranties are qualified by information in confidential disclosure schedules that the parties have exchanged in connection with signing the Stock Purchase Agreement. The disclosure schedules contain information that modifies, qualifies and creates exceptions to the representations and warranties. Moreover, certain representations and warranties may not be complete or accurate as of a particular date because they are subject to a contractual standard of materiality that is different from those generally applicable to stockholders and/or were used for the purpose of allocating risk among the parties rather than establishing certain matters as facts. Accordingly, you should not rely on the representations and warranties as characterizations of the actual state of facts at the time they were made or otherwise.

Common Stock Purchase Agreement with Aspire Capital

On August 14, 2017, the Company entered into a Common Stock Purchase Agreement (the "Purchase Agreement") with Aspire Capital Fund, LLC, an Illinois limited liability company ("Aspire Capital"), which provides that, upon the terms and subject to the conditions and limitations set forth therein, Aspire Capital is committed to purchase up to an aggregate of $16 million of shares of the Company's common stock (the "Purchase Shares") from time to time over the term of the Purchase Agreement. In addition, Aspire Capital committed to make an initial purchase (the "Initial Purchase") of 1,000,000 Purchase Shares (the "Initial Purchase Shares") at a purchase price of $3.00 per share, pursuant to the Purchase Agreement, on the Commencement Date (as defined below). The Commencement Date and the Initial Purchase occurred on August 16, 2017.

Summary of Terms of Purchase Agreement

After the Commencement Date, on any business day over the 24-month term of the Purchase Agreement, the Company has the right, in its sole discretion, to present Aspire Capital with a purchase notice (each, a "Purchase Notice") directing Aspire Capital to purchase up to 33,333 Purchase Shares per business day, provided that Aspire Capital will not be required to buy Purchase Shares pursuant to a Purchase Notice that was received by Aspire Capital on any business day on which the last closing trade price of the Company's common stock on the NASDAQ Capital Market (or alternative national exchange in accordance with the Purchase Agreement) is below $3.00 (the "Floor Price"). The Company and Aspire Capital also may mutually agree to increase the number of shares that may be sold to as much as an additional 2,000,000 Purchase Shares per business day. The Purchase Agreement provides for a purchase price per Purchase Share (the "Purchase Price") of $3.00. As consideration for entering into the Purchase Agreement, the Company agreed to issue 320,000 shares of our common stock to Aspire Capital (the "Commitment Shares").

The number of Purchase Shares covered by and timing of each Purchase Notice are determined by the Company, at its sole discretion. The Company may deliver Purchase Notices to Aspire Capital from time to time during the term of the Purchase Agreement, so long as the most recent purchase has been completed. The aggregate number of shares that the Company can sell to Aspire Capital under the Purchase Agreement may in no case exceed 3,938,213 shares of its common stock (which is equal to approximately 19.9% of the common stock outstanding on the date of the Purchase Agreement), including the 320,000 Commitment Shares and the 1,000,000 Initial Purchase Shares (the "Exchange Cap"), unless shareholder approval is obtained to issue more, in which case the Exchange Cap will not apply; provided that at no time shall Aspire Capital (together with its affiliates) beneficially own more than 19.9% of the Company's common stock. Except for the Initial Purchase, Aspire Capital has no right to require any sales by the Company, but is obligated to make purchases from the Company as it directs in accordance with the Purchase Agreement.

The Purchase Agreement contains customary representations, warranties, covenants, closing conditions and indemnification and termination provisions. Sales under the Purchase Agreement may commence only after certain conditions have been satisfied (the date on which all requisite conditions have been satisfied being referred to as the "Commencement Date"), which conditions include the delivery to Aspire Capital of a prospectus supplement covering the Commitment Shares and the Purchase Shares, approval for listing on NASDAQ of the Purchase Shares and the Commitment Shares, the issuance of the Commitment Shares to Aspire Capital, and the receipt by Aspire Capital of a customary opinion of counsel and other certificates and closing documents. Such conditions were satisfied on August 16, 2017. The Purchase Agreement may be terminated by the Company at any time, at its discretion, without any cost or penalty. Aspire Capital has covenanted not to cause or engage in any manner whatsoever, any direct or indirect short selling or hedging of Cancer Genetics common stock. The Company did not pay any additional amounts to reimburse or otherwise compensate Aspire Capital in connection with the transaction. There are no limitations on use of proceeds, financial or business covenants, restrictions on future fundings, rights of first refusal, participation rights, penalties or liquidated damages in the Purchase Agreement.

The Company's gross proceeds, other than the $3.0 million received in the Initial Purchase, will depend on several factors, including the frequency of its sales of Purchase Shares to Aspire Capital and the frequency at which the last closing trade price of its common stock is below the Floor Price, subject to a maximum of $16.0 million in gross proceeds, including the Initial Purchase. The Company's delivery of Purchase Notices will be made subject to market conditions, in light of its capital needs from time to time and under the limitations contained in the Purchase Agreement. The Company currently intends to use the net proceeds from sales of Purchase Shares for general corporate purposes and working capital requirements.

Registration Rights

In connection with the Purchase Agreement, the Company also entered into a Registration Rights Agreement (the "Registration Rights Agreement") with Aspire Capital, dated August 14, 2017. The Registration Rights Agreement provides, among other things, that the Company will register the sale of the Commitment Shares, Initial Purchase Shares and the Purchase Shares to Aspire Capital pursuant to the Company's existing shelf registration statement or a new registration statement (the "Registration Statement"). The Company further agreed to keep the Registration Statement effective and to indemnify Aspire Capital for certain liabilities in connection with the sale of the Securities under the terms of the Registration Rights Agreement.

The foregoing description of the Purchase Agreement and the Registration Rights Agreement is not a complete description of all the terms of those agreements. For a complete description of all the terms, please refer to the full text of the Purchase Agreement and Registration Rights Agreement, copies of which are filed herewith as Exhibits 10.1 and 4.1, respectively, to this Current Report on Form 8-K and are incorporated herein by reference. This Current Report on Form 8-K also incorporates by reference the Purchase Agreement and Registration Rights Agreement into the Registration Statement. The representations and warranties contained in the Purchase Agreement are solely for the purpose of allocating contractual risk between the parties and not as a means of establishing facts. The assertions embodied in those representations and warranties are qualified by information in the disclosure schedules to the Purchase Agreement, which schedules modify, qualify and create exceptions to the representations and warranties set forth in the Purchase Agreement. The provisions of the Purchase Agreement, including the representations and

warranties contained therein and the disclosure schedules attached thereto, are not for the benefit of any party other than the parties to such agreements and are not intended as documents for investors and the public to obtain factual information about the current state of affairs of the parties thereto. Rather, investors and the public should look to other disclosures contained in the Company's filings with the SEC.

Item 2.01 Completion of Acquisition or Disposition of Assets

The transactions contemplated by the Stock Purchase Agreement were consummated on August 16, 2017. The information set forth in Item 1.01 above with respect to the Stock Purchase Agreement is hereby incorporated by reference into this Item 2.01.

Item 3.02 Unregistered Sales of Equity Securities.

The shares of the Company's common stock issuable pursuant to the Stock Purchase Agreement will be issued in reliance on an exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended, or Regulation D thereunder, as a transaction by an issuer not involving a public offering.

The information contained in Item 1.01 of this Report with respect to the Stock Purchase Agreement is incorporated into this Item 3.02 by reference.

Item 8.01 Other Events.

The risks described below supplement the risks set forth in our Annual Report on Form 10-K for the fiscal year ended December 31, 2016 (the "Form 10-K"). The risk factors set forth below should be read in conjunction with the risk factors set forth in our most recent Form 10-K under the caption "Item 1A. Risk Factors," as may be updated from time to time by subsequent filings under the Securities Exchange Act of 1934, as amended.

Any of these risks could have a material adverse effect on the Company's business, prospects, financial condition and results of operations. Additional risks not presently known to us or that we currently deem immaterial may also adversely affect our business operations. These risks also include forward-looking statements and our actual results may differ substantially from those discussed in these forward-looking statements.

Risks Related to the vivoPharm Acquisition

Any acquisition exposes a company to additional risks.

Acquisitions may entail numerous risks for Cancer Genetics, including:

- competing claims for capital resources;
- uncertainty regarding our ability to retain and grow relationships with vivoPharm's key customers;
- difficulties in assimilating acquired operations, technologies or products; and
- diversion of management's attention from our core business.

Our failure to successfully complete the integration of vivoPharm could have a material adverse effect on our business, financial condition and operating results.

Failure of the vivoPharm acquisition to achieve potential benefits could harm the business and operating results of the combined company.

We expect that the acquisition of the vivoPharm businesses will result in potential benefits for the combined company, the expansion of the number and geographic coverage of our sales and marketing team, stronger penetration into new biotechnology customers, an extended portfolio of capabilities which will differentiate us in the markets we serve, advancing our strategy of bench-to-bedside services, and bolstering our growth with a global customer base of biopharma partners. No assurance can be given that we will achieve any or all of these potential benefits. Even if we are able to achieve any of these potential benefits, we cannot predict with certainty when the benefits will occur, or to the extent to which they actually will be achieved. For example, the benefits from the acquisition may be offset by costs incurred in integrating the businesses. The

failure to achieve anticipated benefits could harm the business, financial condition and operating results of the combined company.

If the market for the combined company's tests and services does not experience significant growth or if the combined company's tests and services do not achieve broad acceptance, the combined company's operations will suffer.

Cancer Genetics cannot accurately predict the future growth rate or the size of the market for the combined company's tests and services. The expansion of this market depends on a number of factors, such as:

- the results of clinical trials;
- the cost, performance and reliability of the combined company's tests and services, and the tests and services offered by competitors;
- customers' perceptions regarding the benefits of the combined company's tests and services;
- customers' satisfaction with our tests and services; and
- marketing efforts and publicity regarding our tests and services.

If the combined company is unable to manage growth in its business, its prospects may be limited and its future results of operations may be adversely affected.

Any significant expansion such as the acquisition of vivoPharm may strain the combined company's managerial, financial and other resources. If the combined company is unable to manage its growth, its business, operating results and financial condition could be adversely affected. The combined company will need to improve continually its operations, financial and other internal systems to manage its growth effectively, and any failure to do so may lead to inefficiencies and redundancies, and result in reduced growth prospects and diminished operational results.

Operating in multiple countries requires us to comply with different legal and regulatory requirements.

Other laws applicable to our international business include local clinical, employment, tax, privacy, data security, environmental and intellectual property protection laws and regulations. These requirements may differ significantly from the requirements applicable to our business in the U.S. and may require resources to accommodate, and may result in decreased operational efficiencies and performance. As these laws continue to evolve and if we expand to more jurisdictions or acquire new businesses, compliance will become more complex and expensive, and the risk of non-compliance will increase.

Compliance with complex foreign and U.S. laws and regulations that apply to our international operations increases our cost of doing business abroad, and violation of these laws or regulations may interfere with our ability to offer our tests and services competitively in one or more countries, expose us or our employees to fines and penalties, and result in the limitation or prohibition of our conduct of business.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

The financial statements required by this item will be filed by amendment to this Current Report on Form 8-K no later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(b) Pro Forma Financial Information.

The pro forma financial information required by this item will be filed by amendment to this Current Report on Form 8-K no later than 71 days after the date on which this Current Report on Form 8-K is required to be filed.

(d) Exhibits

Exhibit Number	Description
2.1*	Stock Purchase Agreement , dated as of August 14, 2017, by and among the Company, the Trustee of The Brandt Family Trust, a trust organized under the laws of Australia, Sabine Brandt, Royal Melbourne Institute of Technology, South Australian Life Science Advancement Partnership, LP, vivoPharm Pty Ltd., Dr. Ralf Brandt, as Shareholders' Representative and the Management Parties party thereto.
4.1	Registration Rights Agreement, dated as of August 14, 2017, by and between the Company and Aspire Capital Fund, LLC.
5.1	Opinion of Lowenstein Sandler LLP.
10.1	Common Stock Purchase Agreement, dated as of August 14, 2017, by and between the Company and Aspire Capital Fund, LLC.
23.1	Consent of Lowenstein Sandler LLP (included in Exhibit 5.1).

* The schedules and exhibits to the Stock Purchase Agreement have been omitted from this filing pursuant to Item 601(b)(2) of Regulation S-K under the Securities Act of 1933, as amended. Cancer Genetics agrees to furnish as a supplement a copy of any omitted schedules or exhibits to the Stock Purchase Agreement to the Securities and Exchange Commission upon request, provided that Cancer Genetics may request confidential treatment for any schedule or exhibit so furnished.

SIGNATURES

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

CANCER GENETICS, INC.

By: /s/ John A. Roberts

Name: John A. Roberts
Title: Chief Operating Officer and Executive Vice President, Finance
(Principal Financial Officer)

Dated: August 16, 2017

STOCK PURCHASE AGREEMENT

among

VIVOPHARM PTY. LTD.

BRANDT FAMILY TRUST

SOUTH AUSTRALIAN LIFE SCIENCE ADVANCEMENT PARTNERSHIP, LP

ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY

MANAGEMENT PARTIES

SELLING SHAREHOLDERS

CANCER GENETICS, INC.

and

DR. RALF BRANDT, as Shareholders' Representative

Dated as of August 14, 2017

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STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT, dated as of August 14, 2017, is made and entered into by and among **Cancer Genetics, Inc.**, a Delaware corporation (the "Buyer"), Dr. Ralf Brandt, as the Shareholders' Representative, solely in his capacity as such, the **Management Parties** who have executed this Agreement on the signature pages hereof, the Trustee of **The Brandt Family Trust**, a trust organized under the laws of Australia, Sabine Brandt (the "Trust"), **Royal Melbourne Institute of Technology** established under the laws of Victoria, Australia ("RMIT"), **South Australian Life Science Advancement Partnership, LP**, a limited partnership organized under the laws of Australia ("SALSA"), the other **Selling Shareholders** named herein and **vivoPharm Pty Ltd. ACN 106 101 615**, a corporation organized under the laws of Australia (the "Company").

WHEREAS, the Trust, RMIT and SALSA are the owners of 100% of the Company Capital Shares and own 93.71% of the Fully-Diluted Company Capital Shares; and

WHEREAS, prior to the Closing Date, the Management Parties intend to exercise their Company Stock Options for 6.29% of the Fully-Diluted Company Capital Shares so that on the Closing Date the Selling Shareholders will own 100% of the Fully-Diluted Company Capital Shares, and receive on the Closing Date from the Buyer their pro-rata portion of the Consideration; and

WHEREAS, the Buyer wishes to purchase the Subject Shares from the Selling Shareholders and the Selling Shareholders desire to sell to the Buyer all of the Subject Shares.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.1 Definitions. Notwithstanding anything to the contrary, express or implied, contained in this Agreement, unless otherwise specifically indicated, all dollar references when used herein shall mean United States Dollars, and specifically with respect to payments of the Consideration, and the calculation of VWAP and Buyer Per Share Value shall mean and be expressed in United States Dollars. The following terms shall have the following meanings for the purposes of this Agreement.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls or 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 or the policies of Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" means this Stock Purchase Agreement, including all exhibits and schedules hereto, as it may be amended from time to time.

"AUS$" means Australian dollars.

"AAS" means Australian Accounting Standards as adopted by the Australian Accounting Standards Board, consistently applied.

"Australian Company Counsel" means the legal firm of SLF Lawyers, Level 19, 141 Queen Street, Brisbane QLD 4000, Australia, who are acting as Australian legal counsel to the Company and the Selling Shareholders in connection with this Agreement and the transactions contemplated hereby.

"Authority" means any governmental regulatory or administrative body, governmental agency, governmental subdivision or authority, any court or judicial authority, any public, private or industry governmental regulatory authority, whether foreign, national, federal, state or local or otherwise, or any Person lawfully empowered by any of the foregoing to enforce or seek compliance with any regulation.

"Brandt" means Dr. Ralf Brandt.

"Businesses" shall mean the collective reference to the Buyer Business and the Company Business.

"Buyer" has the meaning set forth in the captions and recitals above.

"Buyer Business" shall mean personalized medicine, diagnostic products and services enabling precision medicine in the field of oncology which are intended to transform cancer patient management, increase treatment efficacy, and reduce healthcare costs, including operation of a clinical reference laboratory and clinical trial support services and global facilities.

"Buyer Common Stock" means the shares of common stock, $0.0001 par value per share, of the Buyer authorized for issuance pursuant to its certificate of incorporation, as amended to date.

"Buyer Indemnified Parties" has the meaning set forth in SECTION 7.2 below.

"Buyer Per Share Value" shall mean, as applicable to the shares of Buyer Common Stock, a price per share equal to the VWAP of the Buyer Common Stock for the twenty (20) consecutive Trading Days immediately prior to August 15, 2017; which Per Share Value shall be subject to appropriate and proportionate adjustment for stock dividends payable in shares of Buyer Common Stock, forward stock splits, reverse stock splits and other subdivisions and combinations of, and recapitalizations and like occurrence with respect to the Buyer Common Stock from and after the date of this Agreement.

"Buyer SEC Reports" has the meaning set forth in SECTION 5.9 below.

"Cash Consideration" means the sum of One Million Two Hundred Thousand (US$1,200,000) Dollars.

"Closing" has the meaning set forth in Section 2.4 below.

"Closing Date" has the meaning set forth in Section 2.4 below.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" has the meaning set forth in the captions and recitals above.

"Company Business" means the offering of integrated research and preclinical services in different disease areas (with focus on cancer) to the biotechnology and pharmaceutical industries, including providing advice and optimized study design to clients and conducting studies tailored to guide drug development, starting from compound libraries and ending with a comprehensive set of *in vitro* and *in vivo* data and reports, as needed for Investigational New Drug Application (IND) filings.

"Company Capital Shares" means, the collective reference to the 3,937,500 Company Ordinary Shares owned of record and beneficially by (i) the Trust as to 53.55% Company Ordinary Shares, (ii) RMIT as to 18.74% Company Ordinary Shares; and (iii) SALSA as to 21.42% Company Ordinary Shares (consisting of 100% of the Company Series A Preference Shares owned of record and beneficially by SALSA).

"Company Indemnifying Parties" has the meaning set forth in Section 7.2 below.

"Company Options" shall mean all the options issued to the Management Parties entitling such Persons to purchase Company Ordinary Shares which shall be exercised prior to the Closing.

"Company Ordinary Shares" shall mean the 4,201,626 ordinary shares of the Company authorized for issuance under its articles of incorporation and constitution.

"Company Series A Preference Shares" shall mean the 900,000 Series A preference shares, having a liquidation amount of AUD 2,851,300, that are owned of record and beneficially by SALSA.

"Confidential Information" means any information concerning the businesses and affairs of the Company that is not already generally available to the public.

"Consideration" shall mean the aggregate sum of (a) the Cash Consideration, and (b) the Stock Consideration multiplied by the Buyer Per Share Value.

"Contract" means any contract, lease, deed, commitment, understanding, sales order, purchase order, agreement, indenture, mortgage, note, bond, right, warrant, instrument, plan, undertaking, joint venture, permit or license, whether written or oral, which is intended or purports to be binding and enforceable.

"D&O Indemnified Parties" has the meaning set forth in Section 6.12.

"D&O Tail Policy" has the meaning set forth in Section 6.11(b).

"Damages" means all judgments, orders, damages, dues, penalties, fines, costs, amounts paid in settlement, Liabilities, obligations, Taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses.

"Direct Selling Shareholder Claim" has the meaning set forth in Section 9.2(c).

"Dollars" or "US$" shall mean United States Dollars.

"Employee Benefit Plan" means any written or unwritten (a) employee benefit plan (as defined in Section 3(3) of ERISA) whether or not subject to ERISA, (b) deferred compensation, retirement, profit sharing, bonus incentive, equity, equity based compensation, stock option, stock purchase, restricted stock, plan, program, policy or arrangement, (c) post-employment or post-retirement, medical or life insurance, welfare, incentive, sick leave or other leave of absence, short- or long-term disability, or other welfare plan, program policy or arrangement, (d) employment, consulting, or other employment-related plan, program, policy or arrangement and (e) other compensation or benefit (including fringe benefit or prerequisite) plan, program, policy, or arrangements, in any case established, maintained, sponsored or contributed to or required to be sponsored, maintained or contributed to by the Company or any Subsidiary of the Company for the benefit of any Service Provider (or dependent of a Service Provider) or with respect to which the Company or a Subsidiary of the Company has or may have any liability, other than any compensation or benefit plan, program, policy or arrangement mandated by Law.

"Employment Agreements" means the (a) two (2) year Employment and Non-Competition Agreement between the Company and Dr. Ralf Brandt and (b) two (2) year Employment and Non-Competition Agreement between the Company and Dr. Glenn J. Smits, in the forms attached hereto as Exhibit A-1 and Exhibit A-2, respectively.

"Environmental Laws" means all federal, state, territorial, local and foreign statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any Hazardous Substances, materials or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect, including (but not limited to) (a) as to the Company and each Company Subsidiary located in Australia, all laws and statutes in Australia relating to the environment (and for this purpose, "environment" has the same meaning as in the Environment Protection Act 1970 of the State of Victoria, Australia), (b) as to the Company Subsidiary located in the United States, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, as amended, 42 U.S.C. §§ 9601, *et seq.*, the Solid Waste Disposal Act, the Resource Conservation and Recovery Act of 1976, as amended, the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901, *et seq.*, the Toxic Substances Control Act of 1976, as amended, the Federal Water Pollution Control Act Amendments of 1972, the Clean Water Act of 1977, as amended, the Emergency Planning and

Community Right to Know Act of 1986, as amended, the Clean Air Act of 1966, as amended, the Occupational Safety and Health Act of 1970, as amended, any so-called "Superlien" law, and any other similar federal, state or local statutes, and (c) as to the Company Subsidiary located in the Federal Republic of Germany, all environmental laws and statutes in the Federal Republic of Germany and the European Union.

"Escrow Agent" means Continental Stock Transfer Company.

"Escrow Agreement" means the escrow agreement substantially in the form attached as Exhibit B by and among the Selling Shareholders, the Shareholders' Representative, the Buyer and the Escrow Agent.

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

"ERISA Affiliate" means any person or entity that, together with the Company, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

"Existing Liabilities" means all of the Company's liabilities at the Closing Date or to be incurred on or after the Closing Date that are identified on Schedule 1.1A, which will include agreed upon expenses associated with the transaction contemplated under this Agreement, such as costs associated with all required financial audits or legal expenses, whether incurred pre or post-Closing, costs of the D&O Tail Policy, deposits made to the Shareholder Representative Fund, and one-half of the cost of converting the Company's financial statements from AAS to GAAP.

"Financial Statements" means the following:

(a) the audited consolidated financial statements of the Company and its Subsidiaries for the 2013, 2014, 2015 and 2016 Fiscal Years, respectively, which are included in Schedule 4.7(a) consisting of the consolidated balance sheet at June 30 of each such year and the related consolidated statements of income and retained earnings, stockholders' equity and cash flows for the twelve month periods then ended;

(b) the unaudited consolidated financial statements of the Company and its Subsidiaries as of June 30, 2017, which are included in Schedule 4.7(a) consisting of the consolidated balance sheet at such date and the related consolidated statement of income and retained earnings, stockholders' equity and cash flows for the twelve month period then ended.

"Firms" has the meaning set forth in Section 8.17.

"Fiscal Year" shall mean the fiscal year of the Company and its Subsidiaries ended June 30 th.

"Fully-Diluted Company Capital Shares" shall mean 4,201,626 Company Capital Shares representing the sum of (a) the 3,937,500 Company Capital Shares owned by the Trust, SALSA and RMIT as at the Closing Date, and (b) the 264,126 Company Ordinary Shares issued on or prior to the Closing Date to certain other Selling Shareholders upon exercise of their Company Stock Options.

"GAAP" means United States generally accepted accounting principles as in effect from time to time, consistently applied.

"Hazardous Substance" means any material or substance which (i) constitutes a hazardous substance, toxic substance or pollutant (as such terms are defined by or pursuant to any Environmental Laws) or (ii) is regulated or controlled as a hazardous substance, toxic substance, pollutant or other regulated or controlled material, substance or matter pursuant to any Environmental Laws.

"Holdback Amount" has the meaning set forth in Section 2.3 below.

"Holdback Release Date" has the meaning set forth in Section 2.3 below.

"Indebtedness" means, without duplication, (i) all obligations (including the principal amount, accrued and unpaid interest, prepayment penalties, premiums, breakage costs and other costs and expenses associated with prepayment) of the Company or any its Subsidiaries (A) for borrowed money or extensions of credit (including under credit cards, bank overdrafts, and advances), (B) in respect of any leases of real or personal property or combination thereof, (C) evidenced by notes, bonds, debentures or similar contracts or agreements, (D) for the deferred purchase price of property, services or goods that have been delivered (but excluding trade payables incurred in the ordinary course of business consistent with past practice), (E) in respect of reimbursement of letters of credit, surety bonds, performance bonds, bankers' acceptances and similar credit products, in each case, to the extent drawn or funded, and (F) in respect of swap, hedging or derivative instruments, and (ii) all indebtedness in the nature of guarantees by the Company or any of its Subsidiaries of the obligations of other persons of a type described in clauses (i)(A) through (i)(F) to the extent of the obligation guaranteed, and all such obligations of other persons secured by a Lien on any property of the Company to the extent of the obligation secured.

"Indemnification Period" has the meaning set forth in Section 7.1 below.

"Indemnified Party" has the meaning set forth in Section 7.4 below.

"Indemnifying Party" has the meaning set forth in Section 7.4 below.

"Intellectual Property" means (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, (c) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) all computer software (including data and related

documentation), (g) all domain names, (h) all other proprietary rights, and (i) all copies and tangible embodiments thereof (in whatever form or medium).

"Intellectual Property Contracts" 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.

"IFRS" means international financial reporting standards, as in effect from time to time.

"Knowledge" means the actual knowledge of Dr. Ralf Brandt, Glenn J. Smits, Sabine Brandt, Chris Holding, and Melanie Keller, together with the knowledge that such individuals would have had after reasonable inquiry and investigation in the ordinary course within the scope of their respective employment and responsibility.

"Latest Balance Sheet" means the unaudited consolidated balance sheet of the Company and its Subsidiaries dated as of June 30, 2017.

"Law" means any law, statute, regulation, ordinance, rule, order, decree, judgment, consent decree, settlement agreement or governmental requirement enacted, promulgated, entered into, agreed or imposed by any Authority.

"Leased Property" has the meaning set forth in Section 4.12 below.

"Leases" has the meaning set forth in Section 4.12 below.

"Liability" means any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"Lien" means any charge, claim, community property interest, lien (except for any lien for Taxes not yet due and payable), pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, easement, encroachment, encumbrance, right of way, right of first refusal, lease or sublease, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership, and includes a "Security Interest" as that term is defined under the Personal Properties Securities Act (Cth) 2009.

"Major Customers" has the meaning set forth in Section 4.30 below.

"Major Products" has the meaning set forth in Section 4.30 below.

"Major Suppliers" has the meaning set forth in Section 4.30 below.

"Management Parties" mean the collective reference to Dr. Ralf Brandt, Glenn J. Smits, Sabine Brandt, Chris Holding, and Melanie Keller.

"Material Adverse Effect" shall mean in respect of a Person, any circumstances, developments or matters whose effect on the business, properties, assets, results, operations, condition (financial and other) of such Person and its consolidated Subsidiaries, either alone or in

the aggregate, is or would reasonably expected to be materially adverse; provided, however, that the following shall not constitute a Material Adverse Effect: (i) conditions affecting the markets and/or industries in which the Person participates or affecting the economy as a whole of the United States or any foreign countries where such Person has operations or affecting the financial and/or securities markets in the United States or any foreign countries where such Person has operations (other than those that disproportionately affect the Person relative to similarly-situated industry participants), or (ii) any action required to be taken by this Agreement.

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Owned Property" has the meaning set forth in Section 4.12 below.

"Permits" has the meaning set forth in Section 4.26 below.

"Permitted Liens" means: (a) statutory liens to secure non-delinquent obligations to landlords, lessor or renters under leases or rental agreements, (b) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance or similar programs mandated by applicable law, (c) statutory liens in favor of carriers, warehousemen, mechanics and materialmen, to secure claims for labor, materials or supplies and other like liens; and (d) any minor imperfections of title or similar liens, charges or encumbrances, which, individually or in the aggregate with other such imperfections, liens, charges or encumbrances, do not materially impair the value of the property subject to such imperfections, liens, charges or encumbrances or the use of such property in the conduct of the Company Business, in each case, as set forth on Schedule 1.1(B).

"Person" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

"Pipeline" has the meaning set forth in Section 4.27 below.

"Pre-Closing Confidential Information" has the meaning set forth in Section 8.17.

"Purchase Price Percentage" shall mean those percentages (expressed as a decimal) set forth on Schedule 2.2 annexed hereto, representing the pro-rata percentage of the Consideration which each Selling Shareholder is entitled to receive on the Closing Date and thereafter.

"RMIT" has the meaning set forth in the captions and recitals above.

"SALSA" has the meaning set forth in the captions and recitals above.

"Schedules" means the disclosure schedules accompanying this Agreement.

"Securities Act" means the United States Securities Act of 1933, as amended.

"Securities Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"SEC" means United States Securities and Exchange Commission.

"Seller Fundamental Representations" means each of those representations and warranties set forth in Article III, and in Sections 4.1 (*Organization, Qualification, and Corporate Power*) , 4.2 (*Capitalization*) , 4.3 (*Non-contravention*), 4.4 (*Brokers' Fees*) and 4.11 (*Tax Matters*).

"Selling Shareholders" means the Trust, RMIT, SALSA, the Management Parties, Kym Weir, Brenton Wright, Peter Tapley and Ian Nisbet.

"Service Provider" means any current or former director, officer, employee, consultant, or other individual service provider of the Company or any Subsidiary of the Company.

"Shareholders' Representative" shall mean Brandt as of the date hereof and any successor appointed pursuant to Section 7.7(a).

"Shareholders' Representative Expenses" has the meaning set forth in Section 7.7(d).

"Shareholders' Representative Fund" means a fund in the initial principal amount of Two Hundred Thousand Dollars ($200,000) to be funded by the Selling Shareholders from the Cash Consideration and to be used or distributed by the Shareholders' Representative in the manner set forth in Sections 2.7 or 7.7(d).

"Stock Consideration" shall mean that number of shares of Buyer Common Stock issuable to the Selling Shareholders on the Closing Date as shall be determined in accordance with the following formula: (i) Ten Million Eight Hundred Thousand (US$10,800,000) Dollars, divided by (ii) the Buyer Per Share Value.

"Subject Shares" means the 4,201,626 Fully-Diluted Company Capital Shares to be owned legally and beneficially by the Selling Shareholders immediately prior to the Closing, being all of the issued shares in the capital of the Company.

"Subsidiary" means any corporation, partnership or limited liability company with respect to which a specified Person (or a Subsidiary thereof) owns a majority of the common stock or has the power to vote or direct the voting of sufficient securities to elect a majority of the directors. RDDT Pty Ltd, an Australia corporation, vivoPharm Europe Ltd., a corporation organized under the laws of the Republic of Germany, and vivoPharm LLC, a Delaware limited liability company, are each Subsidiaries of the Company.

"Tax" means all (a) taxes, charges, withholdings, fees, levies, imposts, duties and governmental fees or other like assessments or charges of any kind whatsoever in the nature of taxes imposed by any Australian, United States (federal, state, or local), German or other applicable taxing Authority, including those related to income, net income, gross receipts, license, payroll, employment, VAT, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add on minimum, estimated, business privilege, federal highway use, commercial rent or environmental tax, and any liability under unclaimed property, escheat, or similar Laws), (b) interest, penalties, fines, additions to tax or additional

amounts imposed by any Tax Authority in connection with (i) any item described in clause (a) or (ii) the failure to comply with any requirement imposed with respect to any Tax Return, and (c) liability in respect of any items described in clause (a) and/or (b) payable by reason of Contract (including any tax sharing agreement), assumption, transferee, successor or similar liability (including bulk sales and similar liability), operation of law (including pursuant to Treasury Regulations Section 1.1502-6 (or any predecessor or successor thereof or any analogous or similar state, local, or foreign Law)).

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

"Third Party Claim" has the meaning set forth in Section 7.4 below.

"Trading Days" shall mean any day or days that shares of Buyer Common Stock shall trade on any United States Stock Exchange.

"Trust" has the meaning set forth in the captions and recitals above.

"United States Stock Exchange" shall mean the NASDAQ Stock Market.

"VWAP" shall mean the volume weighted average price of Buyer Common Stock as traded on any United States Stock Exchange for the applicable number of Trading Days.

ARTICLE II

PURCHASE AND SALE OF SHARES

SECTION 2.1 Basic Transaction. On and subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Selling Shareholders, and each of the Selling Shareholders agrees to sell, or cause to be sold, to the Buyer, all of the Subject Shares free from any Lien for the consideration specified herein, so that immediately after Closing, Buyer shall own 100% of the fully diluted equity of the Company.

SECTION 2.2 Payment of the Consideration. On the Closing Date, in consideration for sale and delivery of the Subject Shares, the Buyer shall pay to the Selling Shareholders the Cash Consideration and the Stock Consideration, less the Holdback Amount set forth in Section 2.3 below.

(a) The Cash Consideration shall be paid (i) to fund the Shareholders Representative Fund in the amount of Two Hundred Thousand Dollars ($200,000), (ii) to Maxim Group LLC, (iii) Faber Daeufer & Itrato PC and (iv) Australian Counsel, in each case in the amount owed thereto as described on Schedule 1.1A, with the remainder distributed to the Selling Shareholders by means of wire transfers of immediately available funds to a trust account maintained by Australian Company Counsel in accordance with wire instructions provided by such legal counsel. Promptly following the Closing Date, such Cash Consideration shall be disbursed by Australian Company Counsel to accounts designated by the Selling Shareholders. The amount of Cash Consideration payable to each of the Selling Shareholders shall be determined by multiplying

the remaining balance of One Million Two Hundred Thousand (US$1,200,000) Dollars following the satisfaction of the payments described in subparts (i)-(iv) of this Section 2.2 by the Purchase Price Percentage applicable to such Selling Shareholder set forth on Schedule 2.2 annexed hereto (but, for clarity, the amount distributable shall be subject to the various transaction expenses that will be borne by all Selling Shareholders proportionately).

(b) On a date which shall be not more than ten (10) days following the Closing Date, the Buyer shall cause to be delivered to the Selling Shareholders stock certificates evidencing shares of Buyer Common Stock representing (i) the Stock Consideration, less (ii) the Holdback Amount set forth in Section 2.3 below. Such stock certificates shall be registered in the names of each of the Selling Shareholders and shall be in such number of shares of Buyer Common stock to be issued or issuable to each Selling Shareholder as shall be determined by (A) subtracting the Holdback Amount set forth in Section 2.3 below from the Stock Consideration, and (B) multiplying the result thereof by the Purchase Price Percentage applicable to such Selling Shareholder set forth on Schedule 2.2 annexed hereto.

(c) Each of the Selling Shareholders acknowledge that the Stock Consideration has not been registered under the Securities Act and may not be sold in the absence of a registration statement declared effective by the SEC or an applicable exemption for the registration requirements of the Securities Act. Each certificate evidencing the Stock Consideration shall bear the following legend:

> "The shares evidenced by this certificate have not be registered under the Securities Act of 1933, as amended (the "Act"), and may not be sold, pledged, hypothecated or assigned in the absence of an effective registration statement under the Act, or an opinion of counsel satisfactory to the Company that registration is not required under the Act."

SECTION 2.3 Holdback Amount. The Buyer will withhold a number of shares of Buyer Common Stock representing twenty (20%) percent of the Stock Consideration (the "Holdback Amount") from the Selling Shareholders until the expiration of twelve (12) months from the Closing Date (the "Holdback Release Date"). The Holdback Amount shall be delivered to and deposited with the Escrow Agent within ten (10) days following the Closing and shall serve as the initial source for any indemnification claims pursuant to Article IX and for any adjustments under Section 2.7.

SECTION 2.4 The Closing. The closing of the transactions contemplated by this Agreement (the " Closing") shall take place remotely by the exchange of executed documents via facsimile or electronic mail at 4:01pm (EDT) on August 15, 2017 (the "Closing Date"). It is the intent of the parties that Buyer shall assume control of the Company and its Subsidiaries immediately after the close of business on the Closing Date.

SECTION 2.5 Closing Deliveries by Selling Shareholders. To effect the transfer referred to in Section 2.1 hereof and the delivery of the consideration described in Section 2.2 hereof, the Selling Shareholders shall, on the Closing Date, or within three (3) calendar days of the Closing

Date solely with respect to the items set forth in Section 2.5(d), (e), (f) and (j) only, deliver the following:

(a) Selling Shareholders shall cause to be delivered to Buyer duly executed and stamped share transfer forms in favor of Buyer, certificates evidencing the Subject Shares, free and clear of any and all Liens, and such other documents as Buyer or its counsel may reasonably request to demonstrate the transfer of ownership;

(b) Selling Shareholders shall have delivered to Buyer all consents, approvals, releases and waivers from governmental Authorities and other third parties, including those specified in Section 4.3 below, required or necessary as a result of the transactions contemplated hereby, reasonably satisfactory in form and substance to Buyer and its counsel, except as set forth on Schedule 2.5(b);

(c) a certificate of a director of the Company in form and substance reasonably acceptable to Buyer, certifying as to (A) resolutions or written consents unanimously adopted by the board of directors of the Company and certified by an authorized signatory of the Company, authorizing the transactions contemplated by this Agreement and approving the registration of the Subject Shares in the name of the Buyer in the register of members; (B) the names and the signatures of the Company's officers authorized to sign this Agreement and each of the instruments and documents to be delivered in connection herewith to which the Company is a party; and (C) the organizational documents of the Company, each as in effect immediately prior to the Closing;

(d) a good standing certificate or similar form of document regarding the status of the Company from the applicable governmental authority in its jurisdiction of organization, to the extent any such certificate or reasonably analogous document is reasonably available;

(e) Selling Shareholders shall have delivered evidence, in form and substance reasonably satisfactory to Buyer, of the payment and full satisfaction of the Existing Liabilities;

(f) Selling Shareholders shall have delivered evidence, in form and substance reasonably satisfactory to Buyer, that the Company has obtained and paid in full all premiums in respect of the tail policies required to be obtained pursuant to Section 6.11 hereof;

(g) Brandt and Smits shall have delivered duly executed the Employment Agreements;

(h) Selling Shareholders shall have delivered the resignations and releases, effective as of the Closing and in form and substance reasonably satisfactory to Buyer, of each director and officer of the Company and each of its Subsidiaries (other than such resignations that Buyer designates by written notice to the Company to be unnecessary);

(i) Selling Shareholders shall have delivered evidence, in form and substance reasonably satisfactory to Buyer, of the termination and cancellation of any and all Contracts between the Company on the one hand and any Selling Shareholder or any Affiliate thereof (other than the Company) on the other hand, including: (i) all existing shareholder agreements between or among holders of Subject Shares and the company and (ii) any options or warrants to purchase or rights to subscribe for, any capital stock of the Company to which the Company is a party, including the

Employee Share Option Plan and which has not been previously exercised, canceled or redeemed, at no cost to the Company, such that any such Contracts are rendered void and of no effect (the Selling Shareholders further agree and acknowledge that effective as of the Closing, all rights of any Selling Shareholder or any Affiliate thereof or any Affiliates of the Company to indemnification by the Company (whether by Contract, code of regulations, Law or otherwise) are terminated, void, of no effect and unenforceable by them, at no cost to the Company, except as may arise pursuant to this Agreement);

(j) Selling Shareholders, Escrow Agent and Shareholders' Representative shall have delivered the duly executed Escrow Agreement; and

(k) All instruments and documents executed and delivered to Buyer pursuant hereto shall be in form and substance, and shall be executed in a manner, reasonably satisfactory to Buyer and its counsel.

SECTION 2.6 Closing Deliveries by Buyer. To effect the transfer referred to in Section 2.1 hereof and the delivery of the consideration described in Section 2.2 hereof, the Buyer shall, on the Closing Date, or within three (3) calendar days of the Closing Date solely with respect to the items set forth in Section 2.6(e) only, deliver the following:

(a) Buyer shall have tendered to the Selling Shareholders the Cash Consideration by wire transfer of immediately available funds in accordance with Section 2.2(a);

(b) Buyer shall have delivered the Stock Consideration, less the Holdback Amount, in accordance with Section 2.2(b);

(c) Buyer shall have deposited the Holdback Amount in escrow in accordance with Section 2.3;

(d) Buyer shall have delivered duly executed Employment Agreements;

(e) Buyer shall have delivered the duly executed Escrow Agreement; and

(f) All instruments and documents executed and delivered to Selling Shareholders pursuant hereto shall be in form and substance, and shall be executed in a manner, reasonably satisfactory to Selling Shareholders and their counsel.

SECTION 2.7 Existing Liabilities; Post-Closing Review and True-Up .

(a) Prior to the Closing, the Company undertakes to pay or pre-pay, or reserve or set aside the appropriate amounts in respect of, all Existing Liabilities, including but not limited to:

(i) the cost of all premiums associated with the D&O Tail Policy, which such D&O Tail Policy, in accordance with Section 6.11 hereof, shall, for the avoidance of doubt, be for the full current limit under the current applicable policy of the Company without a reduction in limit or scope of coverage; and

(ii) all accounting fees incurred or to be incurred in connection with the June 2017 audit of the Company's financial statements (but not the fees associated with the conversion of such audited financial statement from AAS to GAAP as required under Section 6.9 hereof.

(b) The Buyer and the Shareholder Representative will review the operations of the business and its cash and working capital needs thirty (30) days after the Closing Date. If the Shareholder Representative and the Company in good faith mutually determine (and in a manner consistent with the Company's accounting standards, 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 financial statements of the Company for the most recent fiscal year end) that the cash and working capital held by the Company at the Closing Date was:

(i) in excess of the reasonable cash and working capital needs of the Company, then the mutually determined excess Closing Date cash shall be released to the Shareholder Representative for distribution to the Selling Shareholders in proportion to their Purchase Price Percentage; or

(ii) not adequate for the reasonable cash and working capital needs of the Company, then the mutually determined shortfall in Closing Date cash shall be released from the Shareholder Representative Fund to the Buyer on a dollar-for-dollar basis, to make up for such shortfall.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF ALL SELLING SHAREHOLDERS

Except as set forth in the Schedules (it being agreed that any matter disclosed in the Schedules with respect to any Section of this Agreement shall be deemed to have been disclosed with respect to any other Section to the extent the applicability thereto is reasonably apparent on its face), each of the Selling Shareholders severally and not jointly represent and warrant to the Buyer that the statements contained in this Article III, with regard to such Seller Shareholder, are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article III).

SECTION 3.1 Authorization of Transaction. Each Selling Shareholder has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform his or its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of each Selling Shareholder, enforceable in accordance with its terms and conditions. The Selling Shareholders need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

SECTION 3.2 Noncontravention. Except as set forth on Schedule 3.2, neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (A) violate any constitution, Law, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which any Selling Shareholder is subject or any provision of the Trust agreement applicable to the Trust or (B) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or consent under any Contract, lease, license, instrument, or other arrangement to which any Selling Shareholder is a party or by which he or it is bound or to which any of his or its assets is subject.

SECTION 3.3 Subject Shares. Each of the Selling Shareholders holds the legal and beneficial title to all of the Subject Shares as set forth on Schedule 2.2 annexed hereto free and clear of any restrictions on transfer (other than any restrictions under the Securities Act and securities Laws), Taxes, Liens, options, warrants, purchase rights, Contracts, commitments, equities, claims, and demands. No Selling Shareholder is a party to any option, warrant, purchase right, or other Contract or commitment that could require such Selling Shareholder to sell, transfer, or otherwise dispose of any such Subject Shares (other than this Agreement). Except as set forth on Schedule 3.3, no Selling Shareholder is a party to any voting trust, proxy, or other agreement or understanding with respect to the voting of any of such Subject Shares. The assignments, endorsements, stock powers and other instruments of transfer delivered by the Selling Shareholders to Buyer at the Closing will be sufficient to transfer each Selling Shareholders' entire interest, legal and beneficial, in such Subject Shares. Each of the Selling Shareholders has full power and authority (including full corporate power and authority) to convey good and marketable title to all of such Subject Shares (or, in the case of holders of Company Options, will have, prior to the Closing, full power and authority (including full corporate power and authority) to convey good and marketable title to all of such Subject Shares underlying the Company Options), and upon transfer to Buyer of the certificates representing such Subject Shares, Buyer will receive good and marketable title to such Subject Shares, free and clear of all Liens.

SECTION 3.4 Status.

(a) Each of the Selling Shareholders understands that: the Stock Consideration has not been registered under the Securities Act and may not be sold in the absence of a registration statement declared effective by the SEC or an applicable exemption for the registration requirements of the Securities Act; if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Stock Consideration, and on requirements relating to the Buyer that are outside of the Buyer's control, and which the Buyer is under no obligation and may not be able to satisfy. In addition, each of the Selling Shareholders represents that it is an "Accredited Investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act.

(b) Each Selling Shareholder represents, warrants and covenants as follows:

(i) Each Selling Shareholder is purchasing the Buyer Common Stock for his own account for investment only, and not with a view to, or for sale in connection with, any

distribution of the Buyer Common Stock in violation of the Securities Act, or any rule or regulation under the Securities Act.

(ii) Each Selling Shareholder has had such opportunity as he has deemed adequate to obtain from representatives of Buyer such information as is necessary to permit him to evaluate the merits and risks of his investment in Buyer.

(iii) Each Selling Shareholder has sufficient experience in business, financial and investment matters to be able to evaluate the risks involved in the purchase of the Buyer Common Stock and to make an informed investment decision with respect to such purchase.

(iv) Each Selling Shareholder can afford a complete loss of the value of the Buyer Common Stock and is able to bear the economic risk of holding such Buyer Common Stock for an indefinite period.

(v) Each Selling Shareholder understands that (A) the Buyer Common Stock have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (B) the Buyer Common Stock cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (C) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Buyer Common Stock, adequate information concerning Buyer is then available to the public, and other terms and conditions of Rule 144 are complied with; and (D) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of Buyer and Buyer has no obligation or current intention to register the Buyer Common Stock under the Securities Act.

SECTION 3.5 Brokers' Fees. None of the Selling Shareholders has any Liability or obligation to pay any fees or commissions to any broker, finder, other Selling Shareholder, or agent with respect to the transactions contemplated by this Agreement.

SECTION 3.6 Litigation. There is no suit, action, investigation, claim or proceeding pending or, to the knowledge of such Selling Shareholder, threatened, to which such Selling Shareholder is a party that would be reasonably expected to have a material effect on the ability of such Selling Shareholder to consummate the transactions contemplated by this Agreement and any related ancillary agreements, and to the knowledge of such Selling Shareholder there is no material basis for any such suit, action, investigation, claim or proceeding. There is, and has been, no suit, action, investigation, claim or proceeding that such Selling Shareholder intends to initiate or has initiated on behalf of the Company against any other Person. There is (i) to the knowledge of such Selling Shareholder, no pending or threatened investigation of Selling Shareholder by any governmental Authority and (ii) no judgment, decree, injunction (preliminary or otherwise), rule or order of any arbitrator or governmental Authority outstanding against such Selling Shareholder that would be reasonably expected to have a material effect on the ability of such Selling Shareholder to consummate the transactions contemplated by this Agreement and any related ancillary agreements.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Each of the Selling Shareholders hereby represents and warrants to the Buyer that the statements contained in this Article IV are correct and complete as of the date of this Agreement, and, except as amended pursuant to Section 6.8, will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article IV), except as set forth in the Schedules hereto. Nothing in the Schedules shall be deemed adequate to disclose an exception to a representation or warranty made herein, however, unless the Schedule identifies the exception with reasonable particularity. Without limiting the generality of the foregoing, the mere listing (or inclusion of a copy) of a document or other item shall not be deemed adequate to disclose an exception to a representation or warranty made herein (unless the representation or warranty has to do with the existence of the document or other item itself). An item disclosed in any Schedule shall be deemed disclosed for purposes of all Schedules to the extent the applicability thereto is reasonably apparent on its face.

Except as applicable to Section 4.2 below, all references in this Article IV to "the Company" shall mean and include the Company and each of its Subsidiaries.

SECTION 4.1 Organization, Qualification, and Corporate Power. The Company is a corporation duly organized, validly existing, and in good standing under the Laws of the country of Australia (New South Wales). The Subsidiaries are entities duly organized, validly existing, and in good standing under the Laws of their respective jurisdictions of organization. The Company and each Subsidiary is duly authorized to conduct business and is in good standing under the Laws of each jurisdiction except where the failure to be so qualified would not have a Material Adverse Effect on the Company. The Company has full corporate power and authority and all licenses, Permits and authorizations necessary to carry on the Company Business in which it is engaged and to own, operate, lease and use the properties and assets owned, operated, leased and used by it. The Company has delivered to the Buyer correct and complete copies of the articles of incorporation, constitution, by-laws, operating agreements and code of regulations of the Company and each of the Subsidiaries (as amended to date). The minute books (containing the records of meetings of the stockholders, the board of directors, and any committees of the board of directors), the register of members and corporate register, the Company are correct and complete. The Company is not in default under or in violation of any provision of its articles of incorporation or code of regulations. Schedule 4.1 sets forth each jurisdiction in which the Company and each of the Subsidiaries is duly licensed or qualified to do business and the Company and the Subsidiaries are in good standing in each jurisdiction in which the properties owned or leased by any of them or the operation of any of its business as currently conducted makes such licensing or qualification necessary, except where the failure to be so licensed or qualified would not have a Material Adverse Effect on the Company.

SECTION 4.2 Capitalization.

(a) The entire authorized capital stock of the Company consists of 4,201,626 Ordinary Shares and 900,000 Series A Preference Shares, of which all Ordinary Shares and all Series A Preference Shares are issued and outstanding and zero shares are reserved for issuance

upon exercise of Company Options to purchase Ordinary Shares at an exercise price of AUS$1.00 per share. The holders of all Fully-Diluted Company Capital Shares are set forth on Schedule 4.2 annexed hereto and made a part hereof.

(b) At the Closing, the Subject Shares will be the entire issued shares in the capital of the Company.

(c) All of the issued and outstanding Subject Shares have been duly authorized, are validly issued, fully paid, and non-assessable, and are and at the Closing will be owned of record by the Selling Shareholders, free and clear of all Liens. Except as set forth on Schedule 4.2, there are no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, or other Contracts or commitments that could require the Company to issue, sell, or otherwise cause to become outstanding any of the Subject Shares. There are no outstanding or authorized stock appreciation, phantom stock, profit participation, or similar rights with respect to the Subject Shares. There are no voting trusts, proxies, or other agreements or understandings with respect to the voting or transfer of the Subject Shares.

(d) The assignments, endorsements, stock powers and other instruments of transfer delivered by the Selling Shareholders to Buyer at the Closing will be sufficient to transfer each Selling Shareholders' entire interest, legal and beneficial, in the Subject Shares and, after such transfer, the Buyer shall acquire all of the Subject Shares. The Selling Shareholders have full power and authority (including full corporate power and authority) to convey good and marketable title to all of the Subject Shares, and upon transfer to Buyer of the certificates representing such Subject Shares, Buyer will receive good and marketable title to such Subject Shares, free and clear of all Liens.

(e) Any exercise of "drag along" or similar rights by any of the Selling Shareholders was valid and effective and no Selling Shareholder has objected to any such "drag along" notice or its efficacy nor has any basis for objection, and no further action of any nature whatsoever is required by any Selling Shareholder in connection with the consummation of the transactions contemplated hereunder in respect of the exercise of any such "drag along" or similar rights for Buyer to have good and marketable title to one hundred percent (100%) of the equity of the Company free of any claims by any Selling Shareholder or any other party.

SECTION 4.3 Non-contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) conflict with or violate, breach or result in a default under any constitution, Law, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Company is subject or any provision of the articles of incorporation or code of regulations of the Company or (ii) except as set forth on Schedule 4.3, conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any Contract, Permit, lease, license, instrument, or other arrangement to which the Company is a party or by which it is bound or to which any of its assets is subject (or result in the creation or the imposition of any Lien upon any of its properties or assets). The Company does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government, governmental

agency or Authority in order for the parties to consummate the transactions contemplated by this Agreement.

SECTION 4.4 Brokers' Fees. Except as set forth on Schedule 4.4, the Company has no Liability or obligation to pay any fees or commissions to any broker, finder, Selling Shareholder, or agent with respect to the transactions contemplated by this Agreement.

SECTION 4.5 Title to Assets. Except as set forth on Schedule 4.5, the Company has good and marketable title to, or a valid leasehold interest in, the properties and assets used by it, located on its premises, or shown on the Latest Balance Sheet or acquired after the date thereof, free and clear of all Liens other than Permitted Liens, except for properties and assets disposed of in the Ordinary Course of Business since the date of the Latest Balance Sheet.

SECTION 4.6 Subsidiaries. Except as set forth below, the Company has no direct or indirect Subsidiaries, either wholly or partially owned, and the Company does not hold any direct or indirect economic, voting or management interest in any Person or own any securities issued by any Person. Each of (a) **RDDT, a vivoPharm company Pty Ltd** ACN 123 380 110, an Australia corporation, located at Level 3, Suite 29, 240 Plenty Road, Bundoora VIC 3085, Australia; (b) **vivoPharm Europe Ltd.**, a corporation organized under the laws of the Republic of Germany, located at Grillparzerstrasse 25, Munich 81675, Germany; and (c) **vivoPharm LLC**, a Delaware limited liability company, located at 1214 Research Road, Suite 1050, Hummelstown, PA 17036, USA, are wholly-owned Subsidiaries of the Company.

SECTION 4.7 Financial Statements; Indebtedness; Related Financial Matters.

(a) The Financial Statements of the Company are set forth on Schedule 4.7. The Financial Statements have been prepared in accordance with AAS consistently applied (except for the absence of footnotes) and present fairly the financial position, assets and Liabilities of the Company as of the dates thereof and the revenues, expenses, and results of operations of the Company for the periods covered thereby. The Financial Statements are based on the books and records of the Company and do not reflect any transactions which are not bona fide transactions.

(b) The Company has no Indebtedness.

(c) As of Closing, the Company will have working capital greater than or equal to Three Hundred Thousand Dollars ($300,000).

(d) Since the date of the Latest Balance Sheet, all accounts receivable of the Company have been collected and all accounts payable of the Company have been paid in the Ordinary Course of Business.

(e) The amounts set forth on Schedule 1.1A hereto represent all of the fees, expenses and costs of the parties listed in Section 2.2(a)(ii) through 2.2(a)(iv) in connection with the transactions contemplated hereby.

(f) After the payments of the Existing Liabilities pursuant to and in accordance with Section 2.7 hereof, the Company will still have adequate cash and working capital for purposes of financing the post-Closing operations of the business of the Company.

SECTION 4.8 Events Subsequent to Latest Balance Sheet . Since the date of the Latest Balance Sheet, there has not been any material change in the business, financial condition, operations, or results of operations of the Company that has had a Material Adverse Effect on the Company. Without limiting the generality of the foregoing, since that date:

(a) the Company has not sold, conveyed, abandoned, leased, transferred, or assigned any of its assets, tangible or intangible, other than for a fair consideration in the Ordinary Course of Business;

(b) except as set forth on Schedule 4.8(b), (A) which by its terms provides for annual payments by the Company or any liability of the Company, contingent or otherwise, in excess of $25,000, (B) which by its terms restricts the freedom of the Company to conduct the business (other than restrictions relating to confidentiality), including any agreement that contains any exclusivity, most-favored nation, non-competition, non-solicitation or no-hire provisions, or (C) which would otherwise be listed on Schedule 4.16;

(c) except as set forth on Schedule 4.8(c), no party (including the Company) has accelerated, terminated, modified, or canceled any agreement, Contract, lease or license (or series of related Contracts, leases and licenses) to which the Company is a party or by which it is bound outside the Ordinary Course of Business;

(d) the Company has not imposed any Lien that is not a Permitted Lien upon any of its assets, tangible or intangible;

(e) except as set forth on Schedule 4.8(e), the Company has not made any capital expenditure (or series of related capital expenditures) in an amount in excess of $25,000 either individually or in the aggregate;

(f) the Company has not made any capital investment in, any loan to, or any acquisition of the securities or assets of, any other Person (or series of related capital investments, loans, and acquisitions);

(g) except as set forth on Schedule 4.8(g), the Company has not issued any note, bond, or other debt security or created, incurred, assumed, or guaranteed any indebtedness for borrowed money or capitalized lease obligation involving more than $25,000 either individually or in the aggregate;

(h) the Company has not delayed or postponed the payment of accounts payable and other Liabilities outside the Ordinary Course of Business;

(i) the Company has not cancelled, compromised, waived, or released any right or claim (or series of related rights and claims) either involving more than $25,000 or outside the Ordinary Course of Business;

(j) the Company has not granted any license or sublicense of any rights under or with respect to any Intellectual Property outside the Ordinary Course of Business;

(k) there has been no change made or authorized in the articles of incorporation or code of regulations of the Company;

(l) except as set forth on Schedule 4.8(l), the Company has not issued, sold, or otherwise disposed any of its capital stock, or granted any options, warrants, or other rights to purchase or obtain (including upon conversion, exchange, or exercise) any of its capital stock;

(m) other than those cash distributions to be made by the Company to Selling Shareholders as of the Closing, the Company has not declared, set aside, or paid any dividend or made any distribution with respect to its capital stock (whether in cash or in kind) or redeemed, purchased, or otherwise acquired any of its capital stock;

(n) to its Knowledge, the Company has not experienced any damage, destruction, or loss (whether or not covered by insurance) to its property;

(o) the Company has not made any loan (or forgave any loan) to, or entered into any other transaction with, any of its stockholders or current or former directors, officers, employees or Affiliates;

(p) the Company has not entered into any employment Contract or collective bargaining agreement, written or oral, or modified the terms of any existing such Contract or agreement;

(q) except for hourly employees and except as set forth on Schedule 4.8(q), the Company and any Subsidiary of the Company has not granted any increase in the base compensation, bonus or fringe benefits of any of its directors, officers, and employees or made any other change in employment or service terms for any of its directors, officers, employees, or consultants;

(r) except as set forth on Schedule 4.8(r), the Company and any Subsidiary of the Company has not (i) adopted, amended, modified, or terminated any Employee Benefit Plan (except as required by Law), (ii) paid any benefit or amount not required under any Employee Benefit Plan as in effect on the date of this Agreement, (iii) increased, granted or paid any severance, retention or termination pay for any Service Provider, (iv) granted any awards under any bonus, incentive, performance or other Employee Benefit Plan, (v) except as in ordinary course, taken any action to fund or in any other way secure the payment of compensation or benefits under any Employee Benefit Plan or (vi) taken any action to accelerate the vesting or payment of any compensation or benefit under any Employee Benefit Plan;

(s) no officer or management level employee of the Company or any Subsidiary of the Company has terminated employment;

(t) the Company has not made or pledged to make any charitable or other capital contribution outside the Ordinary Course of Business;

(u) the Company has not made any material change in any method of accounting or accounting practices of the Company or made any change in its fiscal year, except as required by AAS, IFRS or GAAP or as disclosed in the notes to the Financial Statements;

(v) acquired or divested any business or person, whether by merger or consolidation or purchase of all or substantially all of the assets or equity interest, or in any other manner;

(w) commenced, settled, or offered or proposed to settle, (A) any suit, action, investigation, claim or proceeding involving or against the Company or any of its respective officers or directors, or (B) any suit, action, investigation, claim or proceeding or dispute that relates to the transactions contemplated hereby;

(x) cancelled or terminated, or waived any material rights under, any Contract that is required to be listed on Schedule 4.16; or

(y) the Company has not committed to any of the foregoing.

SECTION 4.9 Undisclosed Liabilities. Except as set forth on Schedule 4.9, the Company has no Liability (and to the Knowledge of the Company, there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against it giving rise to any Liability), except for (i) Liabilities set forth on the face of the Latest Balance Sheet (rather than in any notes thereto) and (ii) Liabilities which have arisen after the date of the Latest Balance Sheet in the Ordinary Course of Business (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of Contract, breach of warranty, tort, infringement, or violation of Law or arose out of any charge, complaint, actions, suit, claim, proceeding or demand) and which are not material in amount.

SECTION 4.10 Legal Compliance. Except as set forth on Schedule 4.10, the Company and its Subsidiaries have complied with all applicable Laws (including rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder) of federal, state, local, and foreign governments (and all agencies thereof), and, to the Knowledge of the Company, no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or commenced against any of them alleging any failure so to comply.

SECTION 4.11 Tax Matters.

(a) The Company has duly and timely filed all Tax Returns that it has been required to file for all periods through and including the Closing Date. All such Tax Returns were correct and complete in all respects. All Taxes owed by the Company (whether or not shown on any Tax Return) have been timely paid. The Company currently is not the beneficiary of any extension of time within which to file any Tax Return. The Company has maintained adequate provision for, and adequate funds to pay, all unpaid Liabilities for Taxes, whether or not disputed, that have accrued with respect to or are applicable to the period ended on and including the Closing Date or to any years and periods prior thereto and for which the Company may be directly or contingently liable in its own right or as a transferee of the assets of, or successor to, any Person. The Company has not incurred any Tax Liabilities other than in the Ordinary Course of Business for any taxable year for which the applicable statute of limitations has not expired. No claim has ever been made by an Authority in a jurisdiction where the Company does not pay Taxes or file Tax Returns that it is or may be subject to taxation by that jurisdiction. There are no Liens on any of the assets of the Company that arose in connection with any failure (or alleged failure) to pay any Tax.

The Company has not received a private letter ruling from the Internal Revenue Service or comparable ruling of any other taxing Authority. The Company has not waived any statute of limitations for the period of assessment or collection of Taxes, or agreed to (or requested) any extension of time for the period with respect to a Tax assessment or deficiency, which period (after giving effect to such waiver or extension) has not yet expired.

(b) None of the Tax Returns that include the operations of the Company has ever been audited or investigated by any taxing Authority, and to the Knowledge of the Company no facts exist which would constitute grounds for the assessment of any additional Taxes by any taxing Authority with respect to the taxable years covered in such Tax Returns. No issues have been raised in any examination by any taxing Authority with respect to the businesses and operations of the Company which, by application of similar principals, reasonably could be expected to result in a proposed adjustment to the Liability for Taxes for any other period not so examined. Neither the Selling Shareholders nor the directors and officers (and employees responsible for Tax matters) of the Company have received, or expect to receive, from any taxing Authority any written notice of a proposed adjustment, deficiency, underpayment of Taxes or any other such notice which has not been satisfied by payment or been withdrawn, and no claims have been asserted relating to such Taxes against the Company.

(c) Schedule 4.11 lists all federal, state, local, and foreign income Tax Returns filed with respect to the Company for taxable periods for which the applicable statute of limitations has not expired, indicates those Tax Returns that have been audited, and indicates those Tax Returns that currently are the subject of audit. The Selling Shareholders have delivered to the Buyer correct and complete copies of all federal, state, local and foreign income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Company for taxable periods for which the applicable statute of limitations has not expired. The Company has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

(d) The Company has withheld and paid all Taxes required to have been withheld and paid, including without limitation, sales and use taxes, and all Taxes in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party.

(e) The Company will not be required, as a result of (i) a change in accounting method for a Tax period beginning on or before the Closing Date, to include any adjustment under Section 481(c) of the Code (or any corresponding provision of state, local or foreign Tax Law) in taxable income for any Tax period beginning on or after the Closing Date, or (ii) any "closing agreement," as described in Section 7121 of the Code (or any corresponding provision of state, local or foreign Tax Law), to include any item of income in or exclude any item of deduction from taxable income for any Tax period (or portion thereof) ending after the Closing Date, or (iii) any intercompany transactions, installment sales or open transaction dispositions made on or prior to the Closing Date, prepaid amounts received on or prior to the Closing Date, or elections under Section 108(i) of the Code (or any similar provision of state, local, or foreign Tax Law), to include any item of income in or exclude any item of deduction from taxable income for any Tax period (or portion thereof) ending after the Closing Date.

(f) The Company has not participated in, and is not currently participating in a "reportable transaction" within the meaning of Section 6707A© of the Code or Section 1.6011-4(b) of the Treasury Regulations, or any transaction requiring disclosure under a corresponding or similar provision of state, local, or foreign Tax Law. The Company has disclosed on its income Tax Returns all positions taken therein that could give rise to an accuracy-related penalty under Section 6662 of the Code (or any corresponding provision of Tax Law).

(g) Neither the Company nor any Subsidiary of the Company has made any payments, nor is obligated to make any payments and is not a party to any agreement that under certain circumstances could obligate any of them to make any "excess parachute payment" as defined in Section 280G of the Code or any payments that will not be deductible under Section 162(m) of the Code.

(h) The Company is not a party to any Tax allocation Tax indemnity, Tax, sharing agreement, or similar Contract. The Company is not subject to any joint venture, partnership or other arrangement or Contract which is treated as a partnership for federal income Tax purposes.

(i) None of the assets of the Company constitutes tax-exempt bond financed property or tax-exempt use property within the meaning of Section 168 of the Code, and none of the assets reflected on the Financial Statements is subject to a lease, safe harbor lease or other arrangement as a result of which the Company is not treated as the owner for federal income Tax purposes.

(j) The basis of all depreciable or amortizable assets, and the methods used in determining allowable depreciation or amortization (including cost recovery) deductions of the Company, are correct and in compliance with the Code and the regulations thereunder in all material respects.

(k) The Company is not a party to or otherwise subject to any arrangement having the effect of or giving rise to the recognition of a deduction or loss in a taxable period ending on or before the Closing Date, and a corresponding recognition of taxable income or gain in a taxable period ending after the Closing Date, or any other arrangement that would have the effect of or give rise to the recognition of taxable income or gain in a taxable period ending after the Closing Date without the receipt of or entitlement to a corresponding amount of cash.

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

(m) The Company is in compliance in all respects with all applicable transfer pricing Laws, including the execution and maintenance of contemporaneous documentation substantiating the transfer pricing practice and methodology. All intercompany agreements have been adequately documented, and such documents have been duly executed in a timely manner. The prices for any property or services (or for the use of any property) provided by or to any member of the Company are arm's length prices for purposes of the relevant transfer pricing Laws, including Treasury Regulations promulgated under Section 482 of the Code.

SECTION 4.12 Real Property.

(a) Schedule 4.12(a) lists and describes briefly all real property that the Company owns (the " Owned Property"). With respect to each such parcel of Owned Property:

(i) except as set forth on Schedule 4.12(a)(i), the Company has good and marketable title to the parcel of Owned Property, free and clear of all Liens, Permitted Liens which do not impair the current use, occupancy, or value, or the marketability of title, of the property subject thereto;

(ii) except as set forth on Schedule 4.12(a)(ii), there are no pending or, to the Knowledge of the Company threatened in writing condemnation proceedings, lawsuits, or administrative actions relating to the property or other matters affecting adversely the current use, occupancy, or value thereof;

(iii) the legal description for the parcel contained in the deed thereof describes such parcel fully and adequately, the buildings and improvements are located within the boundary lines of the described parcels of land, are not in violation of applicable setback requirements, zoning Laws, and ordinances (and none of the properties or buildings or improvements thereon are subject to "permitted non-conforming use" or "permitted non-conforming structure" classifications), and do not encroach on any easement which may burden the land, and the land does not serve any adjoining property for any purpose inconsistent with the use of the land, and the property is not located within any flood plain or subject to any similar type restriction for which any permits or licenses necessary to the use thereof have not been obtained;

(iv) all facilities have received all approvals of Authorities (including licenses and permits) required in connection with the ownership or operation thereof and have been operated and maintained in accordance with applicable Laws, rules, and regulations;

(v) there are no leases, subleases, licenses, concessions, or other Contracts, written or oral, granting to any party or parties the right of use or occupancy of any portion of the parcel of Owned Property;

(vi) there are no outstanding options or rights of first refusal to purchase the parcel of Owned Property, or any portion thereof or interest therein;

(vii) there are no parties (other than the Company) in possession of the parcel of Owned Property;

(viii) all facilities located on the parcel of real property are supplied with utilities and other services necessary for the operation of such facilities, including gas, electricity, water, telephone, sanitary sewer, and storm sewer, all of which services are adequate in accordance with all applicable Laws and are provided via public roads or via permanent, irrevocable, appurtenant easements benefitting the parcel of real property; and

(ix) except as set forth on Schedule 4.12(a)(ix), each parcel of real property abuts on and has direct vehicular access to a public road, or has access to a public road

via a permanent, irrevocable, appurtenant easement benefitting the parcel of real property, and access to the property is provided by paved public right of way with adequate curb cuts available.

(b) Schedule 4.12(b) lists and describes briefly all real property leased or subleased to the Company (the "Leased Property"). Schedule 4.12(b) also identifies the leased or subleased properties for which title insurance policies are to be procured. The Selling Shareholders have delivered to the Buyer correct and complete copies of the leases and subleases and other agreements for occupancy, including all amendments, extensions and other modifications thereto ("Leases") with respect to each Leased Property, as listed in Schedule 4.12(b) (as amended to date). With respect to each Lease listed in Schedule 4.12(b):

(i) the lease or sublease is legal, valid, binding, enforceable, and in full force and effect;

(ii) the lease or sublease will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby;

(iii) no party to the lease or sublease is in breach or default, and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(iv) no party to the lease or sublease has repudiated in writing any provision thereof;

(v) there are no material disputes, oral agreements, or forbearance programs in effect as to the lease or sublease;

(vi) with respect to each sublease, the representations and warranties set forth in subsections (i) through (v) above are true and correct with respect to the underlying lease;

(vii) the Company has not assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the leasehold or subleasehold;

(viii) all facilities leased or subleased thereunder have received all approvals of governmental Authorities (including licenses and permits) required in connection with the operation thereof and have been operated and maintained in accordance with applicable Laws, rules, and regulations;

(ix) all facilities leased or subleased thereunder are supplied with utilities and other services necessary for the operation of said facilities; and

(x) the owner of the facility leased or subleased has good and marketable title to the parcel of real property, free and clear of all Liens other than Permitted Liens, easements, covenants, or other restrictions, except for installments of special easements of real estate Taxes not yet delinquent and recorded easements, covenants, and other restrictions which do not impair the current use, occupancy, or value, or the marketability of title, of the property subject thereto.

SECTION 4.13 Intellectual Property.

(a) Schedule 4.13(a) identifies all Company Intellectual Property, which is not registered or licensed but is material to the Company's business or operations;

(b) Schedule 4.16(l) sets forth all material Intellectual Property Contracts of the Company;

(c) Except as set forth on Schedule 4.13(c), the Company owns, has the right to use, pursuant to license, sublicense, Contract, or permission all Intellectual Property necessary for the operation of the Business as presently conducted. Each item of Intellectual Property owned or used by the Company immediately prior to the Closing hereunder will be owned or available for use by the Company on identical terms and conditions immediately subsequent to the Closing hereunder. The Company has taken all commercially reasonable action to maintain and protect each item of Intellectual Property that it owns or uses.

(d) Except as set forth on Schedule 4.13(d), to its Knowledge, the Company has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and the Company has never received in writing any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation, or violation (including any claim that the Company must license or refrain from using any Intellectual Property rights of any third party). To the Knowledge of the Company, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of the Company.

(e) Schedule 4.13(e) identifies each patent or registration which has been issued to the Company with respect to any of its Intellectual Property, identifies each pending patent application or application for registration which the Company has made with respect to any of its Intellectual Property, and identifies each license, Contract or other permission which the Company has granted to any third party with respect to any of its Intellectual Property (together with any exceptions). The Company has delivered to the Buyer correct and complete copies of all such patents, registrations, applications, licenses, Contracts and permissions (as amended to date) and has made available to the Buyer correct and complete copies of all other written documentation evidencing ownership and prosecution (if applicable) of each such item. Schedule 4.13(e) also identifies each trade name or unregistered trademark used by the Company in connection with its Business. With respect to each item of Intellectual Property required to be identified in Schedule 4.13(e):

(i) the Company possesses all right, title, and interest in and to the item, free and clear of any Lien, license, or other restriction other than Permitted Liens;

(ii) the item is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(iii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of the Company, is threatened in writing which challenges the legality, validity, enforceability, use, or ownership of the item; and

(iv) the Company has never agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item.

(f) Schedule 4.13(f) identifies each item of Intellectual Property that any third party owns and that the Company uses pursuant to license, sublicense, Contract or permission. The Company has delivered to the Buyer correct and complete copies of all such licenses, sublicenses, Contracts and permissions (as amended to date). With respect to each item of Intellectual Property required to be identified in Schedule 4.13(f):

(i) the license, sublicense, Contract or permission covering the item is legal, valid, binding, enforceable, and in full force and effect;

(ii) the license, sublicense, Contract or permission will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby;

(iii) no party to the license, sublicense, Contract or permission is in material breach or default, and no event has occurred which with notice or lapse of time would constitute a material breach or default or permit termination, modification, or acceleration thereunder;

(iv) no party to the license, sublicense, Contract or permission has repudiated any provision thereof;

(v) with respect to each sublicense, the representations and warranties set forth in subsections (i) through (iv) above are true and correct with respect to the underlying license;

(vi) the underlying item of Intellectual Property is not subject to any outstanding injunction, judgment, order, decree, ruling, or charge;

(vii) no action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand is pending or, to the Knowledge of the Company is threatened in writing which challenges the legality, validity, or enforceability of the underlying item of Intellectual Property; and

(viii) the Company has not granted any sublicense or similar right with respect to the license, sublicense, agreement, or permission.

(g) To the Knowledge of the Company, the Company will not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property rights of third parties as a result of the continued operation of its Business as presently conducted.

SECTION 4.14 Tangible Assets . The Company owns or leases all buildings, machinery, equipment, and other tangible assets necessary for the conduct of its Business as presently conducted. Each such tangible asset has been maintained in accordance with normal industry practice, is in good operating condition and repair (subject to normal wear and tear), is suitable for the purposes for which it presently is used and, to the Knowledge of the Company, free from defects

(patent and latent). The assets of the Company at the Closing will be sufficient to permit the Buyer to operate the Company as currently conducted.

SECTION 4.15 Inventory. The inventory of the Company consists of raw materials and supplies, manufactured and purchased parts, goods in process, and finished goods, all of which is merchantable and fit for the purpose for which it was procured or manufactured, and none of which is slow moving, obsolete, damaged, or defective, subject only to the reserve for inventory writedown set forth on the face of the Latest Balance Sheet (rather than in any notes thereto) as adjusted for the passage of time through the Closing Date in accordance with the past custom and practice of the Company.

SECTION 4.16 Contracts. Schedule 4.16 lists the following Contracts and other agreements to which the Company is a party:

(a) any Contract (or group of related Contracts) for the lease of personal property to or from any Person providing for lease payments in excess of $25,000 per annum;

(b) any Contract (or group of related contracts) between the Company and any Major Customer or Major Supplier;

(c) any capitalized lease, pledge, conditional sale or title retention agreement involving the payment of more than $25,000 in the aggregate;

(d) any Contract concerning a partnership or joint venture;

(e) any Contract with a sales representative, manufacturer's representative, distributor, dealer, broker, sales agency, advertising agency or other Person engaged in sales, distributing or promotional activities, or any agreement to act as one of the foregoing on behalf of any Person;

(f) any Contract (or group of related Contracts) under which it has created, incurred, assumed, or guaranteed any indebtedness for borrowed money, or any capitalized lease obligation, or under which it has imposed a Lien (other than a Permitted Lien) on any of its assets, tangible or intangible;

(g) any Contract pursuant to which the Company has made or will make loans or advances, or has or will have incurred indebtedness for borrowed money or become a guarantor or surety or pledged its credit on or otherwise become responsible with respect to any undertaking of another Person (except for the negotiation or collection of negotiable instruments in transactions in the ordinary course of business);

(h) any mortgage, indenture, note, bond or other agreement relating to indebtedness incurred or provided by the Company;

(i) any form of Contract concerning non-solicitation or non-competition or otherwise prohibiting the Company from freely engaging in any business;

(j) any Contract with any Selling Shareholder or any Affiliate thereof;

(k) any profit sharing, stock option, stock purchase, stock appreciation, deferred compensation, severance, retention, change in control or other plan or arrangement for the benefit of a Service Provider;

(l) any license, royalty or other Contract relating to Intellectual Property (other than confidentiality agreements entered into in the Ordinary Course of Business or inventions assignment agreements entered into with employees and consultants in the Ordinary Course of Business);

(m) any Contract involving a governmental body;

(n) any collective bargaining agreement or any Contract with any labor union to which the Company or any Subsidiary of the Company is a party;

(o) any Contract for the employment of any individual on a full time, part time, consulting, or other basis providing annual compensation in excess of $50,000 or providing severance benefits;

(p) any Contract, whether or not fully performed, relating to any acquisition or disposition of the Company or any predecessor in interest or any acquisition or disposition of any Subsidiary, division, line of business, or real property;

(q) any Contract under which it has advanced or loaned any amount to any of its directors, officers, and employees;

(r) any Contract under which the consequences of a default or termination would reasonably be expected to be materially adverse to the Company;

(s) any other Contract (or group of related Contracts) the performance of which involves consideration in excess of $25,000;

(t) any commitment to do any of the foregoing described in clauses (a) through (s).

The Company has delivered to the Buyer a correct and complete copy (or form of Contract for certain Contracts so identified on Schedule 4.16) of each written Contract listed in Schedule 4.16 (as amended to date) and a written summary setting forth the terms and conditions of each oral Contract referred to in Schedule 4.16. With respect to each such Contract: (A) the Contract is legal, valid, binding, enforceable, and in full force and effect; (B) the Contract will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby; (C) no party is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default, or permit termination, modification, or acceleration, under the Contract; and (D) no party has repudiated in writing any provision of the Contract.

SECTION 4.17 Notes and Accounts Receivable. All notes and accounts receivable of the Company are reflected properly on their books and records, are valid receivables subject to no setoffs or counterclaims, are current and collectible, and will be collected in accordance with

their terms at their recorded amounts, subject only to the reserve for bad debts set forth on the face of the Latest Balance Sheet (rather than in any notes thereto) as adjusted for operations and transactions through the Closing Date in accordance with the past custom and practices of the Company.

SECTION 4.18 Powers of Attorney . There are no outstanding powers of attorney executed on behalf of the Company.

SECTION 4.19 Insurance. Schedule 4.19 sets forth the following information with respect to each insurance policy (including policies providing property, casualty, Liability, and workers' compensation coverage and bond and surety arrangements) to which the Company has been a party, a named insured, or otherwise the beneficiary of coverage:

(a) the name, address, and telephone number of the agent;

(b) the name of the insurer, the name of the policyholder, and the name of each covered insured;

(c) the policy number and the period of coverage;

(d) the scope (including an indication of whether the coverage was on a claims made, occurrence, or other basis) and amount (including a description of how deductibles and ceilings are calculated and operate) of coverage; and

(e) a description of any retroactive premium adjustments or other loss sharing arrangements.

With respect to each such insurance policy: (A) the policy is legal, valid, binding, enforceable, and in full force and effect; (B) the policy will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the consummation of the transactions contemplated hereby; (C) neither the Company nor any other party to the policy is in breach or default (including with respect to the payment of premiums or the giving of notices), and no event has occurred which, with notice or the lapse of time, would constitute such a breach or default, or permit termination, modification, or acceleration, under the policy; and (D) no party to the policy has repudiated any provision thereof. The Company has been covered by insurance in scope and amount customary and reasonable for the Business in which it has engaged. Schedule 4.19 describes any self-insurance arrangements affecting the Company. Schedule 4.19 sets forth known claims, if any, made against the Company that are covered by insurance. Such claims have been, or are in the process of being, disclosed to and accepted by the appropriate insurance companies and are being defended by such appropriate insurance companies. Except as set forth on Schedule 4.19, no claims have been denied coverage during the last five years.

SECTION 4.20 Litigation. Schedule 4.20 sets forth each instance in which the Company (i) is subject to any outstanding injunction, judgment, order, decree, ruling, or charge or (ii) is a party or to the Knowledge of the Company, is threatened in writing to be made a party to any action, suit, proceeding, hearing, or investigation of, in, or before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator. None of the actions, suits, proceedings, hearings, and investigations set forth in Schedule 4.20 would

reasonably be expected to result in a Material Adverse Effect of the Company. To its Knowledge, the Company has no reason to believe that any such action, suit, proceeding, hearing, or investigation may be brought or threatened against the Company. To its Knowledge, the Company has no Liability with respect to any claims or claims threatened in writing by third parties relating to any sale or proposed sale of the Company (whether structured as a sale of stock, a sale of assets, a merger or otherwise) or any division of the Company. The Company is not party to any litigation relating to such claims and, to the Knowledge of the Company, no such litigation has been threatened in writing.

SECTION 4.21 Product Warranty . Each product manufactured, sold, leased, or delivered by the Company has been in material conformity with all applicable contractual commitments and all express and implied warranties, and the Company has no Liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due) for replacement or repair thereof or other damages in connection therewith. No product manufactured, sold, leased, or delivered by the Company is subject to any guaranty, warranty, or other indemnity beyond the applicable standard terms and conditions of sale or lease. Schedule 4.21 includes copies of the standard terms and conditions of sale or lease for the Company (containing applicable guaranty, warranty, and indemnity provisions).

SECTION 4.22 Product Liability. The Company has no Liability arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product manufactured, sold, leased, or delivered by the Company.

SECTION 4.23 Employees. Schedule 4.23 contains a true, complete and accurate list, as applicable, of the names, titles, annual compensation and/or commission rate (or for contractors/consultants hourly or per diem rate), all bonuses and similar payments, overtime exemption status, whether or not such employee is on a leave of absence and accrued unused paid time off for the current and preceding fiscal years for all directors, officers, employees, consultants and contractors of the Company and any Subsidiary of the Company. To the Knowledge of the Company or any Subsidiary of the Company, no executive, key employee, or group of employees has disclosed any plan to terminate employment with the Company or any Subsidiary of the Company. Neither the Company nor any Subsidiary of the Company is a party to or bound by any collective bargaining agreement or other labor union agreement, nor has any such entity experienced any strikes, grievances, claims of unfair labor practices, or other collective bargaining disputes and, to the Knowledge of the Company or any Subsidiary of the Company, none have been threatened. None of the employees of the Company or of any Subsidiary of the Company are, or have at any time been, represented by any union or employee organization and neither the Company nor any Subsidiary of the Company has Knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to employees of the Company or any Subsidiary of the Company. Neither the Company nor any Subsidiary of the Company has committed any unfair labor practice. There are no claims, disputes, suits, investigations, grievances, proceedings or controversies pending or, to the Knowledge of the Company or any Subsidiary of the Company, threatened involving any Service Provider. There are no threats, charges, investigations, administrative proceedings or complaints of discrimination pending before the Equal Employment Opportunity Commission, the National Labor Relations Board, the U.S. Department of Labor, the U.S. Occupational Health and Safety Administration, the Workers Compensation Appeals Board,

or any other governmental agency against the Company or any Subsidiary of the Company. Neither the Company nor any Subsidiary of the Company has engaged in any plant closing or employee layoff activities that would violate or require notification pursuant to, the Worker Adjustment Retraining and Notification Act of 1988, as amended, or any similar state, local or foreign plant closing or mass layoff statute, rule or regulation. The records of the Company and any Subsidiary of the Company contain all information necessary to comply with employment verification Laws with respect to each and every country in which an employee is employed. The Company and any Subsidiary of the Company is in compliance in all material respects with all Laws regarding employment and employment practices. Each Person who is or has been classified by the Company or any Subsidiary of the Company as an independent contractor has been properly so classified at all times under all Laws.

SECTION 4.24 Employee Benefits.

(a) General. Except as set forth on Schedule 4.24(a), neither the Company nor any Subsidiary of the Company is a party to, participates in or has any Liability with respect to any Employee Benefit Plan.

(b) Plan Documents and Reports. A true and correct copy of each Employee Benefit Plan, and all Contracts relating thereto, or to the funding thereof, including, without limitation, all trust agreements, insurance Contracts, administration Contracts, investment management agreements, subscription and participation agreements, and recordkeeping agreements, each as in effect on the date hereof, has been supplied to the Buyer. In the case of any Employee Benefit Plan which is not in written form, the Buyer has been supplied with an accurate description of such Employee Benefit Plan as in effect on the date hereof. A true and correct copy of the most recent annual report, actuarial report, accountant's opinion of the plan's financial statements, summary plan description and Internal Revenue Service determination letter with respect to each Employee Benefit Plan, to the extent applicable, and a current schedule of assets (and the fair market value thereof assuming liquidation of any asset which is not readily tradable) held with respect to any funded Employee Benefit Plan has been supplied to the Buyer, and there have been no material changes in the financial condition in the respective plans other than market gains or losses to date from that stated in the annual reports and actuarial reports supplied. The Company has also supplied the Buyer with all material communications pertaining to any Employee Benefit Plan within the past three (3) years with any governmental Authority.

(c) Compliance with Employee Benefit Laws; Liabilities. As to all Employee Benefit Plans:

(i) All Employee Benefit Plans comply and have been administered in form and in operation in all material respects with its terms and with all applicable requirements of all Law, and no event has occurred which will or could cause any such Employee Benefit Plan to fail to comply with such requirements and no notice has been issued and no audit or investigation is underway by any governmental Authority questioning or challenging such compliance, and to the Knowledge of the Company or any Subsidiary of the Company, no such audit or investigation is threatened. The Company and any Subsidiary of the Company have paid and discharged promptly all liabilities and obligations arising under ERISA or the Code of a character which if unpaid or

unperformed could result in the imposition of a lien or any other claim against the Company or any Subsidiary of the Company.

(ii) None of the assets of any Employee Benefit Plan is invested in employer securities or employer real property.

(iii) There have been no non-exempt "prohibited transactions" (as described in any applicable Law, including without limitation Section 406 of ERISA) with respect to any Employee Benefit Plan and neither the Company nor any Subsidiary of the Company has engaged in any prohibited transaction. Neither the Company nor any Subsidiary of the Company has incurred an excise tax or tax penalty under the Code or civil liability under ERISA, and no fact, event or condition exists which could reasonably be expected to give rise to such tax, penalty or liability.

(iv) There are no actions, suits or claims (other than routine claims for benefits) pending or, to the Knowledge of the Company or any Subsidiary of the Company, threatened involving any Employee Benefit Plan or the assets thereof and, there are no facts that could reasonably be expected to give rise to any such actions, suits or claims (other than routine claims for benefits).

(v) Neither the Company nor any Subsidiary of the Company has Liability for providing, under any Employee Benefit Plan or otherwise, employment benefits or any post-retirement medical or life insurance benefits, other than statutory Liability for providing group health plan continuation coverage under applicable Law.

(vi) Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Code is so qualified and is the subject of a currently effective determination letter from the IRS, or with respect to a prototype plan, the Company or any Subsidiary of the Company can rely on a currently effective opinion letter from the IRS to the prototype plan sponsor, to the effect that such Employee Benefit Plan is so qualified and that the Employee Benefit Plan and the trust related thereto are exempt from federal income Taxes under Sections 401(a) and 501(a), respectively, of the Code, and, there are no facts or circumstances that could reasonably be expected to adversely affect the qualification of such Employee Benefit Plan

(vii) Neither the Company, any Subsidiary of the Company, nor any ERISA Affiliate sponsors, maintains or contributes to any "employee pension benefit plan" within the meaning of Section 3(2) of ERISA that is subject to Section 412 of the Code or Title IV of ERISA or any "multiemployer plan" within the meaning of Section 3(37) of ERISA.

(viii) Each contract, agreement, plan or arrangement between a Service Provider and the Company, any Subsidiary of the Company and/or any ERISA Affiliate that is a "nonqualified deferred compensation plan" (as such term is defined in Section 409A(d)(1) of the Code) has been maintained and administered at all relevant times in form and operation in compliance with Section 409A of the Code and Treasury Regulations and guidance thereunder. No Service Provider is entitled to receive any gross-up, make-whole or additional payment by reason of any Tax (including any Tax under Section 4999 of the Code) being imposed on such person or any interest or penalty related thereto.

(ix) Actuarially adequate accruals for all obligations under the Employee Benefit Plans are reflected in the financial statements of the Company or any Subsidiary of the Company and such obligations include a pro rata amount of the contributions and premiums which would otherwise have been made in accordance with past practices and applicable Law for the plan years which include the Closing Date.

(x) There has been no act or omission by the Company or any Subsidiary of the Company that would impair the ability of the Company or any Subsidiary of the Company (or any successor thereto) to unilaterally amend or terminate (in compliance with and subject to applicable Laws) any Employee Benefit Plan.

(xi) None of the execution, delivery or performance of this Agreement or the transactions contemplated hereby or thereby (whether alone or in conjunction with any other event, including any termination of employment on or following the date hereof) will (i) result in or cause any obligation of liability under any Employee Benefit Plan to any Service Provider, (ii) entitle any Service Provider to any compensation or benefit, (iii) accelerate the time of payment or vesting, or trigger any payment or funding or increase the amount, of any compensation or benefit or trigger any other material obligation under any Employee Benefit Plan, or (iv) directly or indirectly cause the Company or any Subsidiary of the Company to transfer or set aside any assets to fund any Employee Benefit Plan.

(xii) The Company has:

(i) paid or remitted all superannuation contributions which are due and payable in respect of the Employees or any contractors of the Company (whether past or present) under any agreement or award relating to contributions which the Company is required to make or to remit; and

(ii) in respect of each contribution period prior to Completion (within the meaning of the Superannuation Guarantee (Administration) Act 1992), contributed in respect of each Employee or contractor of the Company at a rate sufficient to avoid a liability to a superannuation guarantee shortfall under that Act in respect of that Employee or contractor.

SECTION 4.25 Environmental Matters.

(a) Each of the Company and its Subsidiaries:

(i) has complied and is in compliance with all Environmental Laws (and no action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand or notice has been filed or, to the Knowledge of the Company, commenced alleging any such failure to comply);

(ii) has obtained and complied with, and is in compliance with, all Permits, licenses and other authorizations that are required pursuant to Environmental Laws and that all Permits, licenses and other authorizations that are required pursuant to Environmental Laws 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 all Permits, licenses and other authorizations that are required pursuant to Environmental Laws, the Company has undertaken all commercially reasonable measures necessary 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 it received any written notice or communication regarding any material adverse change in the status or terms and conditions of the same; and

(iii) has complied in all material respects with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables which are contained in the Environmental Laws.

(b) Neither the Company nor any of its Subsidiaries has received any written notice, report or other information regarding any actual or alleged violation of Environmental Laws, or any Liabilities or potential Liabilities, including any investigatory, remedial or corrective obligations, relating to any of them or its facilities arising under Environmental Laws.

(c) Except as set forth on Schedule 4.25(c), the Company has no Liability, and the Company and its Subsidiaries have not handled or disposed of any substance, arranged for the disposal of any substance, exposed any employee or other individual to any substance or condition, or owned or operated any property or facility in any manner that could give rise to any Liability, for damage to any site, location or body of water (surface or subsurface), for any illness of or personal injury to any employee or other individual, or for any reason under any Environmental Law.

(d) Schedule 4.25(d) sets forth, to the Knowledge of the Company, all properties and equipment used in the business of the Company and its Subsidiaries that contain, or have contained, asbestos, PCB's, methylene chloride, trichloroethylene, 1,2-transdichloroethylene, dioxins, dibenzofurans and other Hazardous Substances.

(e) To the Knowledge of the Company, none of the following exists at any property or facility owned or operated by the Company: (1) underground storage tanks, (2) asbestos-containing material in any form or condition, (3) materials or equipment containing polychlorinated biphenyls, or (4) landfills, surface impoundments, or disposal areas.

(f) Neither the Company nor any of its Subsidiaries has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, or released any substance, including without limitation any Hazardous Substance, or owned or operated any property or facility (and no such property or facility is contaminated by any such substance) in a manner that has given or would give rise to Liabilities, including any Liability for response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees, or any investigative, corrective or remedial obligations, pursuant to Environmental Laws.

(g) Neither this Agreement nor the consummation of the transaction that is the subject of this Agreement will result in any obligations for site investigation or cleanup, or notification to or consent of government agencies or third parties, pursuant to any of the so-called "transaction-triggered" or "responsible property transfer" Environmental Laws.

(h) Neither the Company nor any of its Subsidiaries has, either expressly or by operation of Law, assumed or undertaken any Liability, including without limitation any obligation for corrective or remedial action, of any other Person relating to Environmental Laws.

(i) No facts, events or conditions relating to the past or present facilities, properties or operations of the Company or any of its Subsidiaries will materially prevent, hinder or limit continued compliance with Environmental Laws, give rise to any investigatory, remedial or corrective obligations pursuant to Environmental Laws, or give rise to any other Liabilities pursuant to Environmental Laws, including without limitation any relating to onsite or offsite releases or threatened releases of Hazardous Substances or wastes, personal injury, property damage or natural resources damage.

SECTION 4.26 Permits. Schedule 4.26 is a true and accurate list of all licenses, certificates, permits, franchises, rights, code approvals and private product approvals (collectively, "Permits") held by the Company. None of the Permits will lapse as a result of the Closing, and no further action on the part of the Buyer or any other Person is necessary to maintain the Permits of the Company in full force and effect following the Closing. Except for the Permits listed on Schedule 4.26, there are no Permits, whether federal, state, local or foreign, which are necessary for the lawful operation of the Business of the Company as presently conducted. 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 Schedule 4.26.

SECTION 4.27 Pipeline. Schedule 4.27 sets forth a true, complete and correct list of all customer orders of the Company which constitute pipeline ("Pipeline") and the dollar amount represented by each such order as of June 30, 2017. Except as set forth on Schedule 4.27, none of the Pipeline orders have been canceled and, to the Knowledge of the Company, there exist no written threats of cancellation with respect to the Pipeline orders.

SECTION 4.28 No Conflict of Interest. To the Knowledge of the Company, no Affiliate thereof has or claims to have any direct or indirect interest in any tangible or intangible property used in the Business of the Company except as a holder of Subject Shares or as party to a Contract disclosed in the Schedules.

SECTION 4.29 Bank Accounts. Schedule 4.29 sets forth the names and locations of each bank or other financial institution at which the Company has accounts (giving the account numbers) or safe deposit box and the names of all Persons authorized to draw thereon or have access thereto, and the names of all Persons, if any, now holding powers of attorney or comparable delegation of authority from the Company and a summary statement thereof.

SECTION 4.30 Customers and Suppliers.

(a) Schedule 4.30 sets forth:

(i) a list of the 10 largest customers of the Company, in terms of revenue during each of the 2015 and 2016 calendar years and the six months ended June 30, 2017 (collectively, the "Major Customers"), showing the total revenue received in each such period from each such customer;

(ii) a list of the 10 largest suppliers of the Company in terms of purchases during the 2015 and 2016 calendar years and the six months ended June 30, 2017 (collectively, the "Major Suppliers"), and showing the approximate total purchases in each such period from each such supplier; and

(iii) a list of the 10 products with the largest sales volume sold by the Company in terms of revenue during each of the 2015 and 2016 calendar years and the six months ended June 30, 2017 (collectively, the "Major Products"), showing the approximate total revenue received in each such period with respect to each such product.

(b) Since the date of the Latest Balance Sheet, there has not been any adverse change in the business relationship, and there has been no dispute, between the Company and any Major Customer or Major Supplier, and, to the Knowledge of the Company, no Major Customer or Major Supplier has disclosed in writing an intent to reduce its purchases from, or sales to, the Company. Since the date of the Latest Balance Sheet, there have been no material decreases in the profit margins on any Major Product and, to the Knowledge of the Company no fact or circumstance currently exists that would reasonably be expected to have a material adverse effect on the profit margins on any Major Product in its current fiscal year (other than conditions affecting the markets and/or industries in which the Company participates or affecting the economy as a whole of the United States or any foreign countries where the Company has operations or affecting the financial and/or securities markets in the United States or any foreign countries where the Company has operations (other than those that disproportionately affect the Company relative to similarly-situated industry participants)).

SECTION 4.31 Claims Against Officers and Directors . Schedule 4.31 sets forth each pending or, to the Knowledge of the Company, threatened in writing claims against any director, officer, employee or agent of the Company or any other Person which could give rise to any claim for indemnification against the Company.

SECTION 4.32 Improper and Other Payments.

(a) Neither the Company, nor, to the Knowledge of the Company, any director, officer, employee, agent or representative of the Company, nor any Person acting on behalf of any of them, has made, paid or received any bribes, kickbacks or other similar payments to or from any Person, whether lawful or unlawful;

(b) no contributions have been made, directly or indirectly, by the Company to a domestic or foreign political party or candidate.

(c) no improper foreign payment (as defined in either the Foreign Corrupt Practices Act or the UK Bribery Act, both as amended from time to time or a similar law of Australia or any other country if and to the extent applicable to the Company) has been made by the Company; and

(d) the internal accounting controls of the Company are adequate to detect any of the foregoing.

SECTION 4.33 Accuracy of Statements. Neither this Agreement nor any Schedule, exhibit, statement, list, document, certificate or other information furnished or to be furnished by or on behalf of the Company or any Selling Shareholders to Buyer or any representative or Affiliate of Buyer in connection with this Agreement or any of the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made or will be made or provided, not misleading.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Selling Shareholders that the statements contained in this Article V are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article V).

SECTION 5.1 Organization of the Buyer. The Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. The Buyer is not in default under or in violation of any provision of its articles of incorporation or bylaws.

SECTION 5.2 Authorization of Transaction. The Buyer has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of the Buyer, enforceable in accordance with its terms and conditions. The Buyer need not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Agreement.

SECTION 5.3 Non-contravention. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, Law, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Buyer is subject or any provision of its charter or bylaws or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or consent under any agreement, Contract, lease, license, instrument, or other arrangement to which the Buyer is a party or by which it is bound or to which any of its assets is subject.

SECTION 5.4 Brokers' Fees. The Buyer has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Selling Shareholder could become liable or obligated.

SECTION 5.5 Legal Compliance. No action, suit, proceeding, hearing, investigation, charge, complaint, claim, demand, or notice has been filed or to the knowledge of the Buyer commenced against any of them alleging any failure so to comply with respect to the transactions contemplated by this Agreement.

SECTION 5.6 Valid Issuance. The Stock Consideration, when issued and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and non-assessable and free of restrictions on transfer other than restrictions on transfer under this Agreement, applicable state and federal securities laws and Liens or encumbrances created by or imposed by a Selling Shareholder. Assuming the accuracy of the representations of the Selling Shareholders in Article III of this Agreement and subject to applicable securities filings, the Stock Consideration will be issued in compliance with all applicable federal and state securities laws.

SECTION 5.7 Financing. At the Closing, Buyer will have available unrestricted funds sufficient to pay the Cash Consideration and any expenses incurred or to be paid by Buyer in connection with the transactions contemplated hereby.

SECTION 5.8 Accuracy of Statements. Neither this Agreement nor any Schedule, exhibit, statement, list, document, certificate or other information furnished or to be furnished by or on behalf of the Buyer to Selling Shareholders or any representative or Affiliate of Selling Shareholders in connection with this Agreement or any of the transactions contemplated hereby contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are or will be made or provided, not misleading.

SECTION 5.9 Buyer SEC Reports; Compliance. The Buyer has filed all reports required to be filed with the SEC pursuant to the Securities Exchange Act of 1934, as amended, since January 1, 2017 (collectively, the "Buyer SEC Reports"), and has previously furnished or made available (through EDGAR) to the Selling Shareholders true and complete copies of all Buyer SEC Reports. None of the Buyer SEC Reports, including all documents incorporated by reference therein, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading (in each case as of the date thereof).

SECTION 5.10 Investigation; No Inducement or Reliance; Independent Assessment.

(a) With respect to this Agreement and the transactions contemplated by this Agreement, the Buyer has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by the Company or any Selling Shareholders (or their Affiliates, officers, directors, employees, agents or representatives) that are not expressly set forth in Article III or Article IV, or the certificates contemplated to be delivered hereby by the Company, whether or not any such representations, warranties or statements were made in writing or orally.

ARTICLE VI

COVENANTS

SECTION 6.1 General. Each of the parties will use his or its reasonable best efforts to take all action and to do all things necessary in order to consummate and make effective the transactions contemplated by this Agreement.

SECTION 6.2 Efforts.

(a) Subject to the terms and conditions hereof, each party hereto shall use all reasonable efforts to consummate the transactions contemplated hereby as promptly as practicable. An undertaking of a Person under this Agreement to use such Person's best efforts shall not require such Person to incur unreasonable expenses or obligations in order to satisfy such undertaking.

(b) The Selling Shareholders, the Company and the Buyer will, as promptly as practicable (i) make the required filings with, and use their respective best efforts to obtain all required authorizations, approvals, consents and other actions of, governmental Authorities and (ii) use their respective best efforts to obtain all other required consents of other Persons with respect to the transactions contemplated hereby.

SECTION 6.3 Employment Agreements. The Company shall enter into the Employment Agreements.

SECTION 6.4 Public Announcements Post-Closing . The Selling Shareholders and the Company shall consult with each other and Buyer before issuing any press release or otherwise making any public statements with respect to the transactions contemplated by this Agreement. After the Closing, the Selling Shareholders and the Company shall not, without the prior written consent of Buyer, issue any such press release or make any such public statement, except as may be required by applicable Law.

SECTION 6.5 Consistent Tax Reporting . The Selling Shareholders, the Company and the Buyer shall treat and report the transactions contemplated by this Agreement in all respects consistently for purposes of any federal, state, local or foreign Tax. The parties hereto shall not take any actions or positions inconsistent with the obligations set forth herein.

SECTION 6.6 Confidentiality.

(a) The parties acknowledge that the Company and Buyer have previously executed a Confidentiality Agreement, which Confidentiality Agreement shall continue in full force and effect in accordance with its terms, and each of Buyer and the Company shall hold, and shall cause its respective directors, officers, employees of the Company, agents and advisors (including attorneys, accountants, consultants, bankers and financial advisors) to hold, any information regarding the other party confidential in accordance with the terms of the Confidentiality Agreement; provided, however, that all confidential information in respect of the Company, its Subsidiaries, and its business shall be deemed confidential information of Buyer from and after the Closing.

(b) After the Closing, the Selling Shareholders will, and will cause the Company to, treat and hold as such all of the Confidential Information, refrain from using any of the Confidential Information except in connection with this Agreement, and, in the event of a Closing, deliver promptly to the Buyer or destroy, at the request and option of the Buyer, all tangible embodiments (and all copies) of the Confidential Information which are in their possession. In the

event that any Selling Shareholder is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, such Selling Shareholder will notify the Buyer promptly of the request or requirement so that the Buyer may seek an appropriate protective order or waive compliance with the provisions of this Section 6.6. If, in the absence of a protective order or the receipt of a waiver hereunder, a party is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, such Selling Shareholder may disclose the Confidential Information to the tribunal; provided, however, that such Selling Shareholder shall use his or its best efforts to obtain, at the request of the Buyer, an order or other assurance that confidential treatment will be accorded to such portion of the Confidential Information required to be disclosed as the Buyer shall designate. The foregoing provisions shall not apply to any Confidential Information which is generally available to the public immediately prior to the time of disclosure.

SECTION 6.7 Noncompetition.

(a) The Management Parties acknowledge that they have a special knowledge of the Company Business and the proprietary and confidential information included in the Company Business, and that the Buyer is making a considerable investment in the Company Business from which such Management Parties have benefitted. In consideration of this Agreement and such investment and benefit, and as an inducement to the Buyer to enter into this Agreement and consummate the transactions contemplated herein, each of the Management Parties hereby agrees that, for a period of two (2) years after the Closing Date, no such Management Party will, directly or indirectly through any Affiliate, own, manage, operate, control or participate in the ownership, management, operation or control of, or be connected as an officer, employee, partner, director or otherwise with, or have any financial interest in, or aid or assist anyone else in the conduct of, any business that directly or indirectly competes with the Company Business as at the date of this Agreement (each a "Competitive Business"); provided, however, that any such Selling Shareholder may own less than 1% of any outstanding class of securities registered pursuant to the Securities Exchange Act, as amended, of an issuer that is a Competitive Business.

(b) For a period of five years following the Closing Date, none of Management Parties will, without the express prior written approval of the Board of Directors of the Buyer, (A) directly or indirectly recruit, solicit or otherwise induce or influence any sales agent, joint venturer, lessor, supplier, agent, representative or any other person that has or had during the one year period initially preceding the Closing Date a business relationship with the Company or the Buyer, to discontinue, reduce or adversely modify such employment, agency or business relationship with the Buyer or the Company as it relates to the Businesses as conducted by the Company or the Buyer after the Closing Date, or (B) employ or seek to employ or cause any Competitive Business to employ or seek to employ any person or agent who is employed or retained by the Buyer or the Company. Notwithstanding the foregoing, nothing herein shall prevent a Selling Shareholder from providing a letter of recommendation to an employee with respect to a future employment opportunity.

(c) For a period of five years following the Closing Date, none of the Management Parties will without the express prior written approval of the Board of Directors of

the Buyer, directly or indirectly, recruit, solicit or otherwise induce or influence any customer of the Buyer or the Company to discontinue, reduce or modify such business relationship with the Buyer or the Company.

(d) Each of the Management Parties agrees that the violation or threatened violation of any of the provisions of this Section 6.7 shall cause immediate and irreparable harm to the Buyer and that the damage to the Buyer will be difficult or impossible to calculate with precision. Therefore, in the event any of such Management Parties violates this Section 6.7, an injunction restraining such Selling Shareholder from such violation may be entered against such Selling Shareholder(s) in addition to any other relief available to the Buyer.

(e) If, at the time of enforcement of any provision of this Section 6.7, a court shall hold that the duration, scope or other restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or other restrictions reasonable under such circumstances shall be substituted for the stated duration, scope or other restrictions and that the court shall be allowed to revise the restrictions contained herein to cover the maximum period, scope and other restrictions permitted by law; provided, however, that the substituted period shall not exceed the period contemplated by this Agreement.

SECTION 6.8 Exercise of Options. Immediately prior to the Closing, each of the Management Parties and the other Selling Shareholders has exercised, or terminated, their respective Company Options; it being understood and agreed, that any such exercise price may be paid by each of the Management Parties or the other Selling Shareholders to the Company out of the Cash Consideration payable to the Management Parties or the other Selling Shareholders on the Closing Date, all as set forth on Schedule 6.8 annexed hereto.

SECTION 6.9 Further Assurances. The Selling Shareholders, the Company and the Buyer agree as follows with respect to the period following the Closing:

(a) In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the parties will take such further action (including the execution and delivery of such further instruments and documents) as any other party hereto reasonably may request, all at the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification therefor under Article VII), including but not limited to each of the Management Parties using his or her reasonable efforts to cause the conclusion as soon as practicable (with a target of September 15, 2017) of the audit by September 30, 2017 of the financial statements of the Company under GAAP as at and for the year ended June 30, 2017. From and after the Closing, the Buyer will be entitled to access all documents, books, records, agreements, and financial data of any sort relating to the Company.

(b) In the event and for so long as any party hereto actively is contesting or defending against any charge, complaint, action, suit, proceeding, hearing, investigation, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Company, each of the other parties hereto will cooperate with him or it and his or its counsel in the contest or defense, make available their personnel, and provide such testimony and access to their books and records

as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending party (unless the contesting or defending party is entitled to indemnification therefor under Article VII).

(c) Within two (2) Business Days of the Closing, the Management Parties shall use reasonable efforts to provide Buyer with a complete and accurate list and aging schedule of all accounts receivable and accounts payable of the Company as of the Closing Date.

SECTION 6.10 Rule 144. With a view to making available to the Selling Shareholder the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Selling Shareholder to sell securities of the Buyer to the public without registration, the Buyer shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Buyer under the Securities Act and the Exchange Act; and

(c) furnish to any Selling Shareholder, so long as the Selling Shareholder owns any Stock Consideration that bears a restrictive legend, forthwith upon request (i) to the extent accurate, a written statement by the Buyer that it has complied with the reporting requirements of SEC Rule 144, the Securities Act, and the Exchange Act; and (ii) such other information as may be reasonably requested in availing any Selling Shareholder of any rule or regulation of the SEC that permits the selling of any such securities without registration.

SECTION 6.11 Indemnification of Officers and Directors.

(a) From the Closing Date through the sixth (6th) anniversary of the Closing Date, Buyer and the Company shall, jointly and severally, continue to be obligated to indemnify and hold harmless each Selling Shareholder who is now, or has been at any time prior to the Closing, a director or officer of the Company and who is entitled to indemnification under the organizational documents of the Company (the "D&O Indemnified Parties") to the full extent that indemnification would be required under such organizational documents if the Closing had not occurred. This Section 6.11(a) shall in no way limit the indemnification obligations of the Selling Shareholders under Article VII and Buyer shall have no obligation to indemnify any D&O Indemnified Party with respect to any Damages arising or resulting from such D&O Indemnified Party's obligation (if any) to indemnify any Buyer Indemnified Party under this Agreement.[1]

[1] It is the understanding and agreement of the parties hereto that in the event tail policies in respect of the claims-made policies of the Company in effect as of the date hereof (other than directors and officers insurance), including without limitation Products Liability & Products Financial Loss Insurance or Directors & Officers & Employment Practices Liability (Management Liability Insurance), are not available to Buyer from any of Buyer's current insurers or under its own policies, the parties hereto shall negotiate in good faith with respect to the purchase of tail policies under the Company's current claims-made policies.

(b) Within thirty (30) days after the Closing Date, (i) the Company shall purchase for the benefit of the D&O Indemnified Parties who are currently covered by the Company's existing directors' and officers' liability insurance policy a prepaid run-off directors' and officers' liability insurance policy for events that shall have occurred prior to the Closing, which policy shall provide coverage that is substantially equivalent to and no less favorable in the aggregate than the Company's existing policy and shall remain in effect for a period of six (6) years after the Closing Date (the "D&O Tail Policy").

(c) The provisions of this Section 6.11 shall operate for the benefit of, and shall be enforceable by, each of the D&O Indemnified Parties, their heirs and their representatives.

ARTICLE VII

SURVIVAL AND REMEDY; INDEMNIFICATION

SECTION 7.1 Survival of Representations and Warranties. All of the terms and conditions of this Agreement, together with the warranties, representations, agreements and covenants contained herein or in any instrument or document delivered or to be delivered pursuant to this Agreement, shall survive the execution of this Agreement and the Closing Date, notwithstanding any investigation heretofore or hereafter made by or on behalf of any party hereto; provided, however, that unless otherwise stated, the agreements and covenants set forth in this Agreement shall survive and continue until all obligations set forth therein shall have been performed and satisfied. Notwithstanding the foregoing, (a) the Seller Fundamental Representations (other than Section 4.11), and the representations and warranties contained in Sections 5.1, 5.2, 5.3 and 5.4 of this Agreement shall survive the Closing and continue in full force and effect indefinitely; (b) the representations and warranties of the Company contained in Sections 4.10, 4.11, 4.13, 4.25 and the covenants set forth in Article VI of this Agreement shall survive the Closing and continue in full force and effect until 60 days after the expiration of the applicable statute of limitations (including any extensions or waivers thereof); and (c) all other representations and warranties, and the related agreements of the Selling Shareholders, the Company and the Buyer to indemnify each other set forth in this Article VII, shall survive and continue for, and all indemnification claims with respect thereto shall be made prior to the end of, twelve (12) months from the Closing Date, except for representations, warranties and related indemnities for which an indemnification claim shall be pending as of the end of the applicable period referred to above, in which event such indemnities shall survive with respect to such indemnification claim until the final disposition thereof (the "Indemnification Period").

SECTION 7.2 Indemnification by the Selling Shareholders.

(a) In the event that, during the Indemnification Period there is:

(i) a breach (or an alleged breach) of any of the representations or warranties set forth in Article III or Article IV that is made by the Company or any Selling Shareholder, provided, that for purposes of this clause (i) of this Section 7.2(a), the calculation of the amount of Damages resulting therefrom shall be determined without giving effect to any qualification contained therein as materiality or "Material Adverse Effect",

(ii) any breach of or failure to perform any covenant, agreement or obligation of, the Company or any Selling Shareholder in this Agreement or any other document contemplated hereby, or in any document relating hereto or thereto or contained in any exhibit or Schedule to this Agreement,

(iii) any Damages under Environmental Laws and relating to the Business and activities or the ownership, operation or lease by the Company of facilities in respect of any periods prior to the Closing,

(iv) any Damages arising from any of the matters set forth on Schedule 4.20;

(v) any Damages arising from, or in connection with, any investigation, action, suit, proceeding or other claim incident to any of the foregoing and, if there is an applicable survival period pursuant to Section 7.1, or

(vi) any Damages arising from Taxes of the Company for any taxable period (or portion thereof) that ends on or before the Closing Date,

then, in each case, provided that the Buyer makes a written claim for indemnification against the Company within the applicable Indemnification Period, the Selling Shareholders (collectively, the "Company Indemnifying Parties") agree (subject to the limitations set forth in this Section 7.2(b)) to, severally and not jointly, indemnify the Buyer and its Affiliates, directors, officers, employees, stockholders, representatives and agents (collectively the "Buyer Indemnified Parties") from and against the entirety of any Damages the Buyer Indemnified Parties may suffer through and after the date of the claim for indemnification (including any Damages the Buyer Indemnified Parties may suffer through and after the end of the applicable Indemnification Period) resulting from, arising out of, relating to, in the nature of, or caused by any breach (or alleged breach) of the foregoing.

(b) Deductible. Except for breaches of the representations and warranties that would constitute fraud in the inducement or breaches of any of the Seller Fundamental Representations, the Company Indemnifying Parties shall not be liable to the Buyer Indemnified Parties for indemnification under Section 7.2(a)(i) until the Buyer Indemnified Parties have suffered Damages in excess of $180,000 in respect of all claims, whether related or unrelated, in the aggregate (at which point the Company Indemnifying Parties will be obligated to indemnify the Buyer Indemnified Parties from and against all Damages incurred by Buyer that exceed such deductible).

(c) Limitation of Liability. Other than with respect to claims based on fraud, intentional misrepresentation, or claims based on the breach of any Seller Fundamental Representation, notwithstanding anything to the contrary in this Section 7.2, (i) the maximum aggregate Liability of any Selling Shareholder under this Section 7.2 (including, for the avoidance of doubt, in respect of any punitive, incidental, consequential, special, indirect or similar forms of Damages recoverable hereunder) is equal to the product of such Selling Shareholder's Purchase Price Percentage and the Consideration, and (ii) no Selling Shareholder shall have any indemnification obligation under this Section 7.2 in respect of Damages solely attributable to the breach or failure to perform of any other Selling Shareholder (each, a "Direct Selling Shareholder Claim").

(d) Exclusive Remedy. It is specifically agreed that, subsequent to the Closing, other than with respect to claims based on fraud or intentional misrepresentation, the Selling Shareholders' liability in relation to the transactions contemplated by this Agreement is exclusively governed by this Agreement and that no remedy whatsoever under any other statute, law or legal principle, shall be available to the Buyer against any Selling Shareholder except as expressly provided in this Section 7.2 (and subject to Section 7.5(a)).

SECTION 7.3 Indemnification by the Buyer. Provided that the Selling Shareholders make a written claim for indemnification against the Buyer within the survival period set forth in Section 7.1, the Buyer agrees to indemnify the Selling Shareholders against, and agrees to hold them harmless from, any and all Damages the Selling Shareholders may suffer through and after the date of the claim for indemnification (including any Damages the Selling Shareholders may suffer through and after the end of the applicable Indemnification Period) resulting from, arising out of, relating to, in the nature of, or caused by (i) any breach of or any inaccuracy in any representation or warranty made by the Buyer pursuant to this Agreement, any agreement, or instrument contemplated hereby, any document relating hereto or thereto or contained in any exhibit or Schedule to this Agreement; (ii) any breach of or failure by the Buyer to perform any agreement, covenant or obligation of the Buyer set out in this Agreement, any agreement, or instrument contemplated hereby, any document relating hereto or thereto or contained in any exhibit or Schedule to this Agreement; and (iii) any obligations and Liabilities in respect of the Company from and after the Closing Date.

SECTION 7.4 Third-Party Claims.

(a) If any third party shall notify any party (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against any other party (the " Indemnifying Party") under this Article VII, then the Indemnified Party shall promptly notify each Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying any Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced. For purposes of this Section 7.4, in all instances where the Indemnifying Party would be any Selling Shareholder, the term "Indemnifying Party" shall be limited to the Management Parties who are Selling Shareholders.

(b) Any Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party so long as (A) the Indemnifying Party notifies the Indemnified Party in writing within 15 days after the Indemnified Party has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against the entirety of any Damages the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim, (B) the Indemnifying Party provides the Indemnified Party with evidence reasonably acceptable to the Indemnified Party that the Indemnifying Party will have the financial resources to defend against the Third Party Claim and fulfill its indemnification obligations hereunder, (C) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief, (D) settlement of, or an adverse judgment with respect to, the Third Party Claim is not, in the good faith judgment of the Indemnified Party, likely to establish a precedential custom

or practice materially adverse to the continuing business interests of the Indemnified Party, and (E) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently.

(c) So long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with Section 7.4(b) above, (A) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party (not to be withheld unreasonably), and (C) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party (not to be withheld unreasonably).

(d) In the event any of the conditions in Section 7.4(b) above is or becomes unsatisfied in the reasonable judgment of the Indemnified Party, however, (A) the Indemnified Party may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner it reasonably may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, any Indemnifying Party in connection therewith), (B) the Indemnifying Parties will reimburse the Indemnified Party promptly and periodically for the reasonable costs of defending against the Third Party Claim (including attorneys' fees and expenses), and (C) the Indemnifying Parties will remain responsible for any Damages the Indemnified Party may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Article VII.

SECTION 7.5 Other Indemnification Provisions.

(a) The liability of any party under this Article VII shall be in addition to, and not exclusive of any other liability that such party may have at law or equity based on a party's fraudulent acts or omissions. None of the provisions of this Agreement shall be deemed a waiver of any defenses which may be available in respect of actions or claims for fraud, including but not limited to, defenses of statutes of limitations or limitations of damages.

(b) Each Selling Shareholder hereby agrees that he will not make any claim for indemnification against the Company by reason of the fact that he or she was a director, manager, officer, employee, or agent of any such entity or was serving at the request of any such entity as a partner, member, trustee, director, manager, officer, employee, or agent of another entity (whether such claim is for judgments, damages, penalties, fines, costs, amounts paid in settlement, losses, expenses, or otherwise and whether such claim is pursuant to any statute, charter document, bylaw, agreement, or otherwise) with respect to any action, suit, proceeding, complaint, claim, or demand brought by the Buyer against the Selling Shareholder (whether such action, suit, proceeding, complaint, claim, or demand is pursuant to this Agreement, applicable Law, or otherwise).

(c) Indemnification claims shall be reduced, by and to the extent, that an Indemnified Party shall be entitled to receive proceeds under insurance policies, risk sharing pools, or similar arrangements specifically as a result of, and in compensation for, the subject matter of an indemnification claim by such Indemnified Party, net of any increased premiums or similar costs arising out of the making of such claims against such arrangements; provided, however, that indemnification claims shall not be reduced by Tax benefits, if any.

(d) Other than as paid in connection with a Third Party Claim, in no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, except in each case to the extent any such damage or loss was a reasonably foreseeable consequence of such breach or alleged breach.

(e) Each Selling Shareholder hereby waives and releases on behalf of each person providing indemnification under this Article 9 any and all rights that such person may have under this Agreement or otherwise to assert claims of contribution against the Company or its Affiliates from and after the Closing.

SECTION 7.6 Payment of Indemnified Amounts.

(a) Buyer agrees that to the fullest extent permitted by Law, after the Closing and with respect to any claim or cause of action asserted by Buyer relating to or arising from breaches of the representations, warranties or covenants of the Company or the Selling Shareholders contained in this Agreement Buyer will first take any amounts owed to the Buyer by the Company Indemnifying Parties pursuant to this Article VII from the Holdback Amount. The Holdback Amount shall be the Buyer's sole and exclusive remedy until the Holdback Amount is completely depleted, at which point, subject to Section 7.2(c), the Buyer shall look to collect in cash any additional amounts owed hereunder from the Company Indemnifying Parties. For the avoidance of doubt, and notwithstanding anything to the contrary herein or otherwise, any Buyer Indemnified Party shall be entitled to recover from any portion of, or all of, the Holdback Amount in respect of any claim made by any such Buyer Indemnified Party against any Company Indemnifying Party pursuant to this Article VII, notwithstanding that the Company Indemnifying Parties are severally, but not jointly liable to indemnify the Buyer Indemnified Parties hereunder. The parties hereto further agree that notwithstanding the several and not joint liability of the Company Indemnifying Parties under this Article VII, each Buyer Indemnified Party shall be entitled to seek recourse hereunder against any one, some, or all of the Company Indemnifying Parties in accordance with the terms hereof.

SECTION 7.7 Shareholders' Representative.

(a) Each of the Company Indemnifying Parties appoints Brandt as the Shareholders' Representative, with full power of substitution and re-substitution, and in such capacity to serve as the Company Indemnifying Parties' agent and true and lawful attorney-in-fact with the powers and authority as set forth in this Agreement, and the Shareholders' Representative hereby accepts such appointment. The Shareholders' Representative shall be the exclusive agent for and on behalf of the Company Indemnifying Parties to (1) give and receive notices and communications to or from Purchaser relating to this Agreement or any of the other transactions contemplated by this Agreement, other than in connection with Direct Selling Shareholder Claims; (2) authorize deliveries to the Buyer of cash or Stock Consideration (including the Holdback Amount) and legally bind each of the Company Indemnifying Parties to pay cash or Stock Consideration (including the Holdback Amount) directly to the Buyer in satisfaction of claims asserted by the Buyer (including by not objecting to such claims), other than in connection with Direct Selling Shareholder Claims; (3) object to such claims other than in connection with Direct

Selling Shareholder Claims; (4) consent or agree to, negotiate, enter into settlements and compromises of, and demand arbitration and comply with judicial orders with respect to, such claims, other than in connection with Direct Selling Shareholder Claims; (5) 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, other than in connection with Direct Selling Shareholder Claims; (6) execute for and on behalf of each Company Indemnifying Parties any amendment to this Agreement or any exhibit, annex or schedule hereto, provided that such amendment does not disproportionately (based on initial Purchase Price Percentage) affect any Selling Shareholder relative to other Selling Shareholders; and (7) execute for and on behalf of each of the Company Indemnifying Parties any waiver or extension to this Agreement. The Shareholders' Representative shall be the sole and exclusive means of asserting or addressing any of the above, and none of the Company Indemnifying Parties shall have any right to act on its own behalf with respect to any such matters, other than any claim or dispute against the Shareholders' Representative. This appointment of agency and this power of attorney is coupled with an interest and will be irrevocable and will not be terminated by any of the Company Indemnifying Parties or by operation of Law, whether by the death or incapacity of any of the Company Indemnifying Parties or the occurrence of any other event, and any action taken by the Shareholders' Representative will be as valid as if such death, incapacity or other event had not occurred, regardless of whether or not any of the Company Indemnifying Parties or the Shareholders' Representative will have received any notice thereof.

(b) 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 Shareholders' Representative that is within the scope of the Shareholders' Representative's authority under this Agreement 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 Company Indemnifying Parties, and shall be final, binding and conclusive upon each of them. The Buyer 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, all such Company Indemnifying Parties. The Buyer is unconditionally and irrevocably relieved from any liability to any Person for any acts done by them in accordance with any such notice, communication, decision, action, failure to act within a designated period of time, agreement, consent or instruction of the Shareholders' Representative.

(c) The scope of the powers of the Shareholders' Representative as agent for the Company Indemnifying Parties may be changed, and the Person serving as the Shareholders' Representative may be replaced from time to time, by the vote or consent of Company Indemnifying Parties representing a majority in interest of all Purchase Price Percentages upon not less than thirty (30) days' prior notice to the Buyer. If there is not a Shareholders' Representative at any time, any obligation to provide notice to the Shareholders' Representative will be deemed satisfied if such notice is delivered to each of the Company Indemnifying Parties at their addresses last known to the Buyer, which will be the address set forth in the Schedules unless the Shareholders' Representative provides notice to the Purchaser of a different address.

(d) All expenses, if any, incurred by the Shareholders' Representative in connection with the performance of his duties as the Shareholders' Representative (the "Shareholders' Representative Expenses") will be borne and paid by the Company Indemnifying Parties according to their relative Purchase Price Percentages. The Shareholders' Representative may use the funds in the Shareholders' Representative Fund to pay the expenses incurred by the Shareholders' Representative under the authorization granted in this Section 7.7. Any Shareholders' Representative Fund remaining after payment of all of the Shareholders' Representative Expenses following the later of (i) the resolution of all indemnification claims under Article IX and the determination by the Shareholders' Representative that such funds are no longer necessary in connection with indemnification claims that may be brought thereunder and (ii) the payment of the maximum amount recoverable by the Buyer from the Company Indemnifying Parties, if any, shall be distributed to the Company Indemnifying Parties in accordance with their relative Purchase Price Percentages. The Shareholders' Representative shall hold, invest, reinvest and disburse the Shareholders' Representative Fund in trust for all of the Company Indemnifying Parties and the Shareholders' Representative Fund shall not be used for any other purpose. Any expense, liability or obligation that the Shareholders' Representative incurs or pays on behalf of a Company Indemnifying Party or group of Company Indemnifying Parties shall be promptly reimbursed by the Company Indemnifying Party(ies) on whose behalf such expenses were paid. In the event any Company Indemnifying Party does not promptly reimburse the Shareholders' Representative for any such expense, liability or obligation, the Shareholders' Representative shall have the right to withhold and keep such amount from any payments to be made to such Company Indemnifying Party hereunder. For Tax purposes, each Company Indemnifying Party shall be treated as having: (A) received at Closing as consideration for its Subject Shares that portion of the Shareholders' Representative Fund that such Company Indemnifying Party would have received if such amount were paid directly to the Company Indemnifying Parties at Closing; and (B) contributed such Company Indemnifying Party's respective portion to a grantor trust, owned by the Company Indemnifying Parties and of which the Shareholders' Representative is the trustee. Consistent with this treatment, each Company Indemnifying Party will report its portion of the Shareholders' Representative Fund, and subsequent income or expenses of the Shareholders' Representative Fund, on its respective Tax Returns, and the Shareholders' Representative will provide the Company Indemnifying Parties with the required statements regarding the Shareholders' Representative Fund's income and expenses as to assist the Company Indemnifying Parties with their respective Tax reporting obligations. Notices or communications to or from the Shareholders' Representative shall constitute notice to or from each of the Company Indemnifying Parties.

(e) The Shareholders' Representative shall not be liable to any Company Indemnifying Parties for any act done or omitted hereunder as the Shareholders' Representative while acting in good faith and any act done or omitted in accordance with the advice of counsel or other expert shall be conclusive evidence of such good faith. The Company Indemnifying Parties shall severally and not jointly indemnify the Shareholders' Representative and hold the Shareholders' Representative harmless against any loss, liability, damage, claim, suit, penalty, cost or expense (including fees and expenses of counsel) incurred without gross negligence or bad faith on the part of the Shareholders' Representative and arising out of or in connection with the acceptance or administration of his duties hereunder.

(f) The Shareholders' Representative shall have reasonable access to information about the Company and the reasonable assistance of the Company's former officers and employees for purposes of performing his duties and exercising his rights hereunder, other than in context of a dispute hereunder. The Shareholders' Representative shall treat confidentially and not use or disclose any Confidential Information to anyone, except that the Shareholders' Representative may disclose the terms or information to the Company Indemnifying Parties or the Shareholders' Representative's employees, attorneys, accountants, financial advisors, agents or authorized representatives on a need-to-know basis, as long as the Person agrees to treat such information confidentially. If requested by the Buyer, the Shareholders' Representative shall enter into a separate confidentiality agreement before being provided access to such information.

(g) By his signature to this Agreement, the initial Shareholders' Representative hereby accepts the appointment contained in this Agreement, as confirmed and extended by this Agreement, and agrees to act as the Shareholders' Representative and to discharge the duties and responsibilities of the Shareholders' Representative pursuant to the terms of this Agreement. For clarity, the Person serving as the Shareholders' Representative may resign from such service at any time on notice to the Company Indemnifying Parties.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.1 Expenses. Each party will bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby, with the parties understanding that the Company's transaction expenses whether pre or post-closing shall be treated Existing Liabilities.

SECTION 8.2 Press Releases and Public Announcements. No party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the Buyer and the Selling Shareholders; provided, however, that any party may make any public disclosure it believes in good faith is required by applicable Law, including the Buyer's filing of a Current Report on Form 8-K with the SEC, or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing party will use its best efforts to advise the other parties prior to making the disclosure).

SECTION 8.3 No Third-Party Beneficiaries. Subject to the provisions of Section 8.5, this Agreement shall not confer any rights or remedies upon any Person other than the parties and their respective successors and permitted assigns.

SECTION 8.4 Entire Agreement. This Agreement (including the documents referred to herein) constitutes the entire agreement among the parties and supersedes any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

SECTION 8.5 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns. No party may assign either this Agreement or any of his or its rights, interests, or obligations hereunder without the prior written approval of the Buyer and the Selling Shareholders; provided, however, that the Buyer may, upon prior written notice (i) assign any or all of its rights and interests hereunder to one or more of its Affiliates, (ii) designate one or more of its Affiliates to perform its obligations hereunder (in any or all of which cases the Buyer nonetheless shall remain responsible for the performance of all of its obligations hereunder) and (iii) grant a security interest in respect of its rights hereunder to its lenders; and provided further, however, the Shareholders' Representative may assign and/or delegate the rights and obligations of the Shareholders' Representative pursuant to Section 7.7.

SECTION 8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. 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 8.7 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 8.8 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth below:

(a)If to the Company to: vivoPharm LLC
1214 Research Road
Hummelstown, PA 17036, USA
Attention. Dr. Ralf Brandt, CEO
Email: ralf.brandt@vivopharm.com
Facsimile: +1 (717) 724-5390

vivoPharm Pty Ltd.
Level 3, Suite 29
240 Plenty Road
Bundoora VIC 3085, Australia

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

SLF Lawyers
Level 19, 141 Queen Street
Brisbane QLD 4000, Australia
Attention: Steven Morris
Email: smorris@slflawyers.com.au

Facsimile: +61 7 3839 7314

and to:

Faber Daeufer & Itrato PC
890 Winter Street, Suite 315
Waltham, MA 02451, USA
Attention: Joseph L. Faber
Email: joe.faber@faberlawgroup.com
Facsimile: +1 (781) 795-4747

(b) If to the Selling Shareholders, to the addresses set forth in the Company's records:

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

(c) If to the Buyer, addressed as follows:

Cancer Genetics, Inc.
201 Route 17 North, 2nd Floor
Rutherford, NJ 07070, USA
Attention: Panna Sharma, President & CEO
Email: panna.sharma@cgix.com
Facsimile No.: (201) 528-9201

Any party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

SECTION 8.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the Laws of Delaware.

SECTION 8.10 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Buyer and Selling Shareholders. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

SECTION 8.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability

of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

SECTION 8.12 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

SECTION 8.13 Incorporation of Exhibits, Annexes, and Schedules . The Exhibits, Annexes, and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

SECTION 8.14 Injunctive Relief; Remedies. Each of the parties acknowledges and agrees that the other parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter (subject to the provisions set forth in Section 8.15 below), in addition to any other remedy to which they may be entitled, at law or in equity.

SECTION 8.15 Submission to Jurisdiction. Each of the parties submits to the jurisdiction of any state or federal court sitting in the State of Delaware, United States in any action or proceeding arising out of or relating to this Agreement and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Each party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. Any party may make service on any other party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.8 above. Nothing in this Section 8.15, however, shall affect the right of any party to bring any action or proceeding arising out of or relating to this Agreement in any other court or to serve legal process in any other manner permitted by law or at equity. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

SECTION 8.16 Release.

(a) As an inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby and for other good and sufficient consideration, effective as of the Closing, each of the Selling Shareholders, with the intention of binding himself, herself or itself and each of such Selling Shareholder's representatives, heirs, executors, administrators and assigns (the "Releasors"), hereby releases, acquits and forever discharges Buyer and the Company

and each of their past and present Affiliates, Subsidiaries, and representatives, and all Persons acting by, through, under, or in concert with such Persons (the "Releasees"), of and from any and all manner of action or actions, cause or causes of action, suits, arbitrations, demands, debts, contracts, agreements, promises, Liability, Damages, or loss of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, direct, derivative, vicarious or otherwise, whether based in contract, tort, or other legal, statutory, or equitable theory of recovery, each as though fully set forth at length herein, (hereinafter, a "Claim"), which the Releasors now have or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, act, omission or thing whatsoever in any way arising out of, based upon, or relating to such Selling Shareholder's ownership of Subject Shares or other equity interest in the Company; provided, however, that nothing set forth in this Section 8.16 shall (i) affect the ability of any of such Selling Shareholder to bring a Claim under this Agreement in accordance with the terms hereof, (ii) release, acquit or discharge any rights to indemnification to which any Selling Shareholder may be entitled under the Company's bylaws as in effect on the date of this Agreement or under any employment agreement and/or indemnification agreement between such Selling Shareholder and the Company or (iii) affect the ability of any of the Selling Shareholders to bring a Claim with respect to any ordinary course of employment rights or any Contracts with Buyer or the Company that remain in effect after the Closing. This release includes all of the Claims described above, even if the Releasor does not know or suspect that the claims exist, and even if knowledge of those claims would have affected its consideration of this Agreement. Each Releasor waives the effect of California Civil Code Section 1542 and any other analogous provision of applicable law of any jurisdiction. California Civil Code Section 1542 states:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

(b) Each Selling Shareholder represents and warrants to the Company and Buyer that there has been no assignment or other transfer of any interest in any Claim which such Selling Shareholder may have against any of the Releasees, and each Selling Shareholder shall indemnify and hold the Releasees harmless from any Liability, Claims or attorneys' fees or expenses incurred as a result of any Person asserting any such assignment or transfer of any rights or Claims under any such assignment or transfer from such Party.

(c) Each Selling Shareholder represents and warrants to the Company and Buyer that it has not filed, nor has as of the date hereof, any Claims against any of the Releasees. If any Selling Shareholder hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any of the Claims released hereunder, or in any manner asserts against the Releasees any of the Claims released hereunder, including, without limitation, through any motion to reconsider, reopen or appeal the dismissal of the suit or action, then such Seller will pay to the Releasees against whom such claim(s) is asserted all Damages incurred by such Releasees in defending or otherwise responding to said Claim.

SECTION 8.17 Conflicts Waiver.

(a) After the Closing, it is possible that Faber Daeufer & Itrato PC and Australian Company Counsel (collectively, and together with their respective successors, the "Firms") will represent the Shareholders' Representative and/or one or more of the Selling Shareholders in connection with this Agreement and/or any claims related to the transactions contemplated by this Agreement. The Buyer and the Company hereby agree that any (or all) of the Firms may represent the Shareholders' Representative and/or one or more of the Selling Shareholders in the future in connection with this Agreement and/or any claims related to the transactions contemplated by this Agreement, including in connection with any litigation, claim or obligation arising out of or relating to this Agreement or the transactions contemplated by this Agreement, and each of the parties hereto hereby consents thereto and waives any conflict of interest arising therefrom and each of such parties shall cause any Affiliate thereof to consent to waive any conflict of interest arising from such representation. Further, the Buyer and the Company hereby consent to the disclosure by the Firms to the Shareholders' Representative and the Selling Shareholders, at any time, of any information learned by Firms in the course of its (or their) representation of the Company and its Subsidiaries in connection with the transactions contemplated by this Agreement, whether or not such information may otherwise be subject to the attorney-client privilege or any duty of confidentiality.

(b) From and after the Closing, all pre-Closing communications between the Company or any of their respective officers, employees, partners, members, directors or Affiliates, on the one hand, and one or more of the Firms, on the other hand with respect to this Agreement and the transactions contemplated by this Agreement (the "Pre-Closing Confidential Communications") shall be deemed to be attorney-client confidences that belong solely to the Selling Shareholders (and not to the Company or its Subsidiaries), and neither the Selling Shareholders nor the Firms shall have any duty to reveal or disclose to the Buyer, the Company or any of their respective Affiliates (and the Buyer, the Company and their respective Affiliates will not have any right to access or review) the Pre-Closing Confidential Communications by reason of any attorney client relationship between the Firms and the Company or otherwise. All books, records and other materials of the Company in any medium (including electronic copies) containing any of the Pre-Closing Confidential Communications or the work product of the Firms with respect thereto, including any related summaries, drafts or analyses, and all rights with respect to any of the foregoing, solely to the extent of the Pre-Closing Confidential Communication, are hereby assigned and transferred to the Selling Shareholders effective as of the Closing. Such material and information shall be excluded from the transfer contemplated by this Agreement and shall be distributed to the Shareholders' Representative to hold for the benefit of the Selling Shareholders immediately prior to the Closing with no copies thereof retained by the Company or its Subsidiaries or other representatives of the Company or its Subsidiaries. In the event of any conflict between the provisions of this Section 8.17 and any other provisions in this Agreement, the provisions of this Section 8.17 shall control. Notwithstanding the foregoing, in the event that a dispute arises between the Buyer, the Company or its Subsidiaries and a third party (other than a party to this Agreement, the Selling Shareholders or any of their respective Affiliates) after the Closing, the Company or its Subsidiaries may assert the attorney-client privilege and/or attorney work product protections to prevent disclosure of any Pre-Closing Confidential Communications by the Firms to such third party; provided, however, that neither the Buyer, the Company nor any Subsidiary may waive such privilege without the prior written consent of the Shareholders' Representative.

[Balance of this page intentionally left blank – signature pages follow]

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

CANCER GENETICS, INC.

By: /s/ Panna Sharma
Panna Sharma, President and CEO

EXECUTED by **VivoPHARM PTY LTD** by being signed by:)

/s/ Ian Nisbet
Signature of director

/s/ Ralf Brandt
Signature of director/secretary

Ian Nisbet
Name of director (please print)

Ralf Brandt
Name of director/secretary (please print)

/s/ Ralf Brandt
DR. RALF BRANDT, as Shareholders' Representative

EXECUTED by **SABINE BRANDT, TRUSTEE OF THE BRANDT FAMILY TRUST**:

/s/ Sabine Brandt

SOUTH AUSTRALIAN LIFE SCIENCE ADVANCEMENT PARTNERSHIP, LP

By: Carnegie Venture Capital Pty Ltd, in its capacity as Manager

By:/s/ Kate Thompson
Kate Thompson, Director

By:/s/ Mark Carnegie
Mark Carnegie, Director

ROYAL MELBOURNE INSTITUTE OF TECHNOLOGY

By: Ian Nisbet and Brenton Wright, Independent Directors

__/s/ Ian Nisbet _____
Ian Nisbet

/s/ Richard Boyd
Witness

_____/s/ Brenton Wright_____
Brenton Wright

/s/ Pam Simmons
Witness

[*Signature Page to Stock Purchase Agreement*]

MANAGEMENT PARTIES:

/s/ Ralf Brandt
Ralf Brandt

/s/ Sabine Brandt
Witness

CHRIS HOLDING

By: Ian Nisbet and Brenton Wright, Independent Directors

_____/s/ Ian Nisbet _____
Ian Nisbet

/s/ Richard Boyd
Witness

_____/s/ Brenton Wright_____
Brenton Wright

/s/ Pam Simmons
Witness

GLEN J. SMITS

By: Ian Nisbet and Brenton Wright, Independent Directors

_____/s/ Ian Nisbet _____
Ian Nisbet

/s/ Richard Boyd

[*Signature Page to Stock Purchase Agreement*]

Witness

____/s/ Brenton Wright_____
Brenton Wright

/s/ Pam Simmons__
Witness

MELANIE KELLER

By: Ian Nisbet and Brenton Wright, Independent Directors

_____/s/ Ian Nisbet _____
Ian Nisbet

/s/ Richard Boyd__
Witness

_____/s/ Brenton Wright_____
Brenton Wright

/s/ Pam Simmons__
Witness

SELLING SHAREHOLDERS

KYM WEIR

By: Ian Nisbet and Brenton Wright, Independent Directors

_____/s/ Ian Nisbet _____
Ian Nisbet

[*Signature Page to Stock Purchase Agreement*]

/s/ Richard Boyd
Witness

_____/s/ Brenton Wright_____
Brenton Wright

/s/ Pam Simmons
Witness

IAN NISBET

/s/ Ian Nisbet

/s/ Richard Boyd

Witness

PETER TAPLEY

By: Ian Nisbet and Brenton Wright, Independent Directors

___/s/ Ian Nisbet_____
Ian Nisbet

/s/ Richard Boyd__
Witness

_____/s/ Brenton Wright_____
Brenton Wright

/s/ Pam Simmons__
Witness

[*Signature Page to Stock Purchase Agreement*]

REGISTRATION RIGHTS AGREEMENT

REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of August 14, 2017, by and between **CANCER GENETICS, INC.,** a Delaware corporation (the "**Company**"), and **ASPIRE CAPITAL FUND, LLC,** an Illinois limited liability company (together with its permitted assigns, the "**Buyer**"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Common Stock Purchase Agreement by and between the parties hereto, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**").

WHEREAS:

A. Upon the terms and subject to the conditions of the Purchase Agreement, (i) the Company has agreed to issue to the Buyer, and the Buyer has agreed to purchase, up to Sixteen Million Dollars ($16,000,000) of the Company's common stock, par value $0.0001 per share (the "**Common Stock**"), pursuant to Section 1 of the Purchase Agreement (such shares, the "**Purchase Shares**"), and (ii) the Company has agreed to issue to the Buyer such number of shares of Common Stock as is required pursuant to Section 4(e) of the Purchase Agreement (the **"Commitment Shares"**); and

B. To induce the Buyer to enter into the Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "**1933 Act**"), and applicable state securities laws.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Buyer hereby agree as follows:

1. DEFINITIONS.

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

a. "**Person**" means any person or entity including any corporation, a limited liability company, an association, a partnership, an organization, a business, an individual, a governmental or political subdivision thereof or a governmental agency.

b . **"Prospectus"** means the base prospectus, including all documents incorporated therein by reference, included in any Registration Statement (as hereinafter defined), as it may be supplemented by a prospectus or the Prospectus Supplement (as hereinafter defined), in the form in which such prospectus and/or Prospectus Supplement have most recently been filed by the Company with the U.S. Securities and Exchange Commission (the "**SEC**") pursuant to Rule 424(b) under the 1933 Act, together with any then issued "issuer free writing prospectus(es)," as defined in Rule 433 of the 1933 Act, relating to the Registrable Securities.

c. "**Register**," "**registered**," and "**registration**" refer to a registration effected by preparing and filing one or more registration statements of the Company in compliance with the 1933 Act and pursuant to Rule 415 under the 1933 Act or any successor rule providing for offering securities on a continuous basis ("**Rule 415**"), and the declaration or ordering of effectiveness of such registration statement(s) by the SEC.

d. "**Registrable Securities**" means the Purchase Shares that may from time to time be issued or issuable to the Buyer upon purchases of the Available Amount under the Purchase Agreement (without regard to any limitation or restriction on purchases) (including the Initial Purchase Shares), the Commitment Shares issued or issuable to the Buyer, and any shares of capital stock issued or issuable with respect to the Purchase Shares, the Commitment Shares or the Purchase Agreement as a result of any stock split, stock dividend, recapitalization, exchange or similar event, without regard to any limitation on purchases under the Purchase Agreement.

e. "**Registration Statement**" means the Shelf Registration Statement and any other registration statement of the Company, as amended when it became effective, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a Prospectus subsequently filed with the SEC pursuant to Rule 424(b) under the 1933 Act or deemed to be a part of such registration statement pursuant to Rule 430B or 462(b) of the 1933 Act, covering only the sale of the Registrable Securities.

f. "**Shelf Registration Statement**" means the Company's existing registration statement on Form S-3 (File No. 333-218229).

2. REGISTRATION.

a. Mandatory Registration. The Company shall within two (2) Business Days from the Commencement Date file with the SEC a prospectus supplement to the Shelf Registration Statement specifically relating to the Registrable Securities (the "**Prospectus Supplement**"). The Buyer and its counsel shall have had a reasonable opportunity to review and comment upon such Prospectus Supplement prior to its filing with the SEC. The Buyer shall furnish all information reasonably requested by the Company for inclusion therein. The Company shall use its reasonable best efforts to keep the Shelf Registration Statement effective pursuant to Rule 415 promulgated under the 1933 Act and available for sales of all of the Registrable Securities at all times until the earlier of (i) the Company no longer qualifies to make sales under the Shelf Registration Statement (which shall be understood to include the inability of the Company to immediately register sales of Securities to the Buyer under the Shelf Registration Statement or any New Registration Statement (as defined below) pursuant to General Instruction I.B.6 of Form S-3), (ii) the date on which the Company shall have sold all the Registrable Securities and no Available Amount remains under the Purchase Agreement, or (iii) the date on which the Purchase Agreement is terminated (the "**Registration Period**"). The Shelf Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

b. Rule 424 Prospectus. The Company shall, as required by applicable securities regulations, from time to time file with the SEC, pursuant to Rule 424 promulgated under the 1933 Act, a prospectus, including any amendments or prospectus supplements thereto, to be used in connection with sales of the Registrable Securities under the Registration Statement. The Buyer and its counsel shall have two (2) Business Days to review and comment upon such prospectus prior to its filing with the SEC. The Buyer shall use its reasonable best efforts to comment upon such prospectus within two (2) Business Days from the date the Buyer receives the final version of such prospectus.

c . Sufficient Number of Shares Registered. In the event the number of shares available under the Shelf Registration Statement is insufficient to cover the Registrable Securities, the Company shall,

to the extent necessary and permissible, amend the Shelf Registration Statement or file a new registration statement (a "**New Registration Statement**"), so as to cover all of such Registrable Securities as soon as reasonably practicable, but in any event not later than ten (10) Business Days after the necessity therefor arises. The Company shall use its reasonable best efforts to have such amendment and/or New Registration Statement become effective as soon as reasonably practicable following the filing thereof.

3. RELATED OBLIGATIONS.

With respect to the Registration Statement and whenever any Registrable Securities are to be registered pursuant to Sections 2(a) and (c), including on the Shelf Registration Statement or on any New Registration Statement, the Company shall use its reasonable best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

a. The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to any Registration Statement and any New Registration Statement and any Prospectus used in connection with such Registration Statement, as may be necessary to keep the Registration Statement or any New Registration Statement effective at all times during the Registration Period, subject to Section 3(e) hereof and, during such period, comply with the provisions of the 1933 Act with respect to the disposition of all Registrable Securities of the Company covered by the Registration Statement or any New Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement. Should the Company file a post-effective amendment to the Registration Statement or a New Registration Statement, the Company will use its reasonable best efforts to have such filing declared effective by the SEC within thirty (30) consecutive Business Days following the date of filing, which such period shall be extended for an additional thirty (30) Business Days if the Company receives a comment letter from the SEC in connection therewith.

b. The Company shall submit to the Buyer for review and comment any disclosure in the Registration Statement, and all amendments and supplements thereto (other than prospectus supplements that consist only of a copy of a filed Form 10-K, Form 10-Q or Current Report on Form 8-K or any amendment as a result of the Company's filing of a document that is incorporated by reference into the Registration Statement), containing information provided by the Buyer for inclusion in such document and any descriptions or disclosure regarding the Buyer, the Purchase Agreement, including the transaction contemplated thereby, or this Agreement at least two (2) Business Days prior to their filing with the SEC, and not file any document in a form to which Buyer reasonably and timely objects. Upon request of the Buyer, the Company shall provide to the Buyer all disclosure in the Registration Statement and all amendments and supplements thereto (other than prospectus supplements that consist only of a copy of a filed Form 10-K, Form 10-Q or Current Report on Form 8-K or any amendment as a result of the Company's filing of a document that is incorporated by reference into a Registration Statement) at least two (2) Business Days prior to their filing with the SEC, and not file any document in a form to which Buyer reasonably and timely objects. The Buyer shall use its reasonable best efforts to comment upon the Registration Statement or any New Registration Statement and any amendments or supplements thereto within two (2) Business Days from the date the Buyer receives the final version thereof. The Company shall furnish to the Buyer, without charge, any correspondence from the SEC or the staff of the SEC to the Company or its representatives relating to the Registration Statement or any New Registration Statement.

c. Upon request of the Buyer, the Company shall furnish to the Buyer, (i) promptly after the same is prepared and filed with the SEC, at least one copy of the Registration Statement and any

amendment(s) thereto, including all financial statements and schedules, all documents incorporated therein by reference and all exhibits, (ii) upon the effectiveness of any amendment(s) to a Registration Statement, a copy of the prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as the Buyer may reasonably request) and (iii) such other documents, including copies of any preliminary or final prospectus, as the Buyer may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by the Buyer.

d. The Company shall use reasonable best efforts to (i) register and qualify, unless an exemption from registration and qualification is available, the Registrable Securities covered by a Registration Statement under such other securities or "blue sky" laws of such jurisdictions in the United States as the Buyer reasonably requests, (ii) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify the Buyer who holds Registrable Securities of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

e. As promptly as reasonably practicable after becoming aware of such event or facts, the Company shall notify the Buyer in writing if the Company has determined that the Prospectus included in any Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and as promptly as reasonably practical (taking into account the Company's good faith assessment of any adverse consequences to the Company and its stockholders of premature disclosure of such event or facts) prepare a prospectus supplement or amendment to such Registration Statement to correct such untrue statement or omission, and, upon the Buyer's request, deliver a copy of such prospectus supplement or amendment to the Buyer. In providing this notice to the Buyer, the Company shall not include any other information about the facts underlying the Company's determination and shall not in any way communicate any material nonpublic information about the Company or the Common Stock to the Buyer. The Company shall also promptly notify the Buyer in writing (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to the Buyer by facsimile or e-mail on the same day of such effectiveness), (ii) of any request by the SEC for amendments or supplements to any Registration Statement or related prospectus or related information, and (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate. In no event shall the delivery of a notice under this Section 3(e), or the resulting unavailability of a Registration Statement, without regard to its duration, for disposition of securities by Buyer be considered a breach by the Company of its obligations under this Agreement. The preceding sentence in this Section 3(e) does not limit whether an event of default has occurred as set forth in Section 9(a) of the Purchase Agreement.

f. The Company shall use its reasonable best efforts to prevent the issuance of any stop order or other suspension of effectiveness of any Registration Statement, or the suspension of the

qualification of any Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest practical time and to notify the Buyer of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

g. The Company shall (i) cause all the Registrable Securities to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange, or (ii) secure designation and quotation of all the Registrable Securities if the Principal Market (as such term is defined in the Purchase Agreement) is an automated quotation system. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section.

h. The Company shall cooperate with the Buyer to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legend) representing the Registrable Securities to be offered pursuant to any Registration Statement and enable such certificates to be in such denominations or amounts as the Buyer may reasonably request and registered in such names as the Buyer may request.

i. The Company shall at all times provide a transfer agent and registrar with respect to its Common Stock.

j. If reasonably requested by the Buyer, the Company shall (i) promptly incorporate in a prospectus supplement or post-effective amendment to the Registration Statement such information as the Buyer believes should be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities; (ii) make all required filings of such prospectus supplement or post-effective amendment as promptly as practicable once notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement (including by means of any document incorporated therein by reference).

k. The Company shall use its reasonable best efforts to cause the Registrable Securities covered by any Registration Statement to be registered with or approved by such other governmental agencies or authorities in the United States as may be necessary to consummate the disposition of such Registrable Securities.

l. If reasonably requested by the Buyer at any time, the Company shall deliver to the Buyer a written confirmation from Company's counsel of whether or not the effectiveness of such Registration Statement has lapsed at any time for any reason (including, without limitation, the issuance of a stop order) and whether or not the Registration Statement is currently effective and available to the Company for sale of all of the Registrable Securities.

m. The Company agrees to take all other reasonable actions as necessary and reasonably requested by the Buyer to expedite and facilitate disposition by the Buyer of Registrable Securities pursuant to any Registration Statement.

4. OBLIGATIONS OF THE BUYER.

a. The Buyer has furnished to the Company in Exhibit A hereto such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request. The Company shall notify the Buyer in writing of any other information the Company reasonably requires from the Buyer in connection with any Registration Statement hereunder. The Buyer will as promptly as practicable notify the Company of any material change in the information set forth in Exhibit A, other than changes in its ownership of the Common Stock.

b. The Buyer agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any amendments and supplements to any Registration Statement hereunder.

5. EXPENSES OF REGISTRATION.

All reasonable expenses of the Company, other than sales or brokerage commissions and fees and disbursements of counsel for the Buyer, incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, and fees and disbursements of counsel for the Company, shall be paid by the Company.

6. INDEMNIFICATION.

a. To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend the Buyer, each Person, if any, who controls the Buyer, the members, the directors, officers, partners, employees, agents, representatives of the Buyer and each Person, if any, who controls the Buyer within the meaning of the 1933 Act or the Securities Exchange Act of 1934, as amended (the "**1934 Act**") (each, an "**Indemnified Person**"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement (with the consent of the Company, such consent not to be unreasonably withheld) or reasonable expenses, (collectively, "**Claims**") reasonably incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency or body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in the Registration Statement, any New Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered ("**Blue Sky Filing**"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in the final Prospectus or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading, or (iii) any violation or alleged violation by the Company of the 1933 Act, the 1934 Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to the Registration Statement or any New Registration Statement (the matters in the foregoing clauses (i) through (iii) being, collectively, "**Violations**"). The Company shall reimburse each Indemnified Person promptly as such

expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (A) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by the Buyer or such Indemnified Person expressly for use in connection with the preparation of the Registration Statement, any New Registration Statement, the Prospectus or any such amendment thereof or supplement thereto, if such prospectus was timely made available by the Company; (B) with respect to any superseded prospectus, shall not inure to the benefit of any such person from whom the person asserting any such Claim purchased the Registrable Securities that are the subject thereof (or to the benefit of any other Indemnified Person) if the untrue statement or omission of material fact contained in the superseded prospectus was corrected in the revised prospectus, as then amended or supplemented, if such revised prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e), and the Indemnified Person was promptly advised in writing not to use the incorrect prospectus prior to the use giving rise to a violation; (C) shall not be available to the extent such Claim is based on a failure of the Buyer to deliver, or to cause to be delivered, the prospectus made available by the Company, if such prospectus was theretofore made available by the Company pursuant to Section 3(c) or Section 3(e); and (D) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Buyer pursuant to Section 8.

b. In connection with the Registration Statement any New Registration Statement or Prospectus, the Buyer agrees to indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers who signed the Registration Statement or signs any New Registration Statement, each Person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act (collectively and together with an Indemnified Person, an "**Indemnified Party**"), against any Claim or Indemnified Damages to which any of them may become subject, under the 1933 Act, the 1934 Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information about the Buyer set forth on Exhibit A attached hereto or updated from time to time in writing by the Buyer and furnished to the Company by the Buyer expressly for inclusion in the Shelf Registration Statement or Prospectus or any New Registration Statement or from the failure of the Buyer to deliver or to cause to be delivered the prospectus made available by the Company, if such prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e); and, subject to Section 6(d), the Buyer will reimburse any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 6(b) and the agreement with respect to contribution contained in Section 7 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Buyer, which consent shall not be unreasonably withheld. Such indemnity shall remain in full force and effect and shall survive the transfer of the Registrable Securities by the Buyer pursuant to Section 8.

c. Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly

noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be, and upon such notice, the indemnifying party shall not be liable to the Indemnified Person or Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Person or Indemnified Party in connection with the defense thereof; provided, however, that an Indemnified Person or Indemnified Party (together with all other Indemnified Persons and Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain its own counsel with the fees and expenses to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate with the indemnifying party in connection with any negotiation or defense of any such action or claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such claim or litigation. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

d. The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred. Any person receiving a payment pursuant to this Section 6 which person is later determined to not be entitled to such payment shall return such payment to the person making it.

e. The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. CONTRIBUTION.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no seller of Registrable Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any seller of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registrable Securities.

8. ASSIGNMENT OF REGISTRATION RIGHTS.

The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Buyer; provided, however, that any transaction, whether by merger, reorganization, restructuring, consolidation, financing or otherwise, whereby the Company remains the surviving entity immediately after such transaction shall not be deemed an assignment. The Buyer may not assign its rights under this Agreement without the prior written consent of the Company.

9. AMENDMENT OF REGISTRATION RIGHTS.

Provisions of this Agreement may be amended and the observance thereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Company and the Buyer.

10. MISCELLANEOUS.

a. Any notices, consents or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); (iii) upon receipt, when sent by electronic message (provided the recipient responds to the message and confirmation of both electronic messages are kept on file by the sending party); or (iv) one (1) Business Day after timely deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

Cancer Genetics, Inc.
201 Route 17 North, 2nd Floor
Rutherford, NJ 07070
Telephone: 201-528-9200
Facsimile: 201-528-9201
Attention: John A. Roberts
Email: jay.roberts@cgix.com

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

Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, NJ 07068
Telephone: 973-597-2500
Facsimile: 973-597-2400
Attention: Alan Wovsaniker, Esq.
Email: awovsaniker@lowenstein.com

If to the Buyer:

Aspire Capital Fund, LLC
155 North Wacker Drive, Suite 1600
Chicago, IL 60606
Telephone: 312-658-0400
Facsimile: 312-658-4005
Attention: Steven G. Martin
Email: smartin@aspirecapital.com

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

Morrison & Foerster LLP
2000 Pennsylvania Avenue, NW, Suite 6000
Washington, DC 20006
Telephone: 202-778-1611
Facsimile: 202-887-0763
Attention: Martin P. Dunn, Esq.
Email: mdunn@mofo.com

or at such other address and/or facsimile number and/or to the attention of such other person as the recipient party has specified by written notice given to each other party at least one (1) Business Day prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, and recipient facsimile number, (C) electronically generated by the sender's electronic mail containing the time, date and recipient email address or (D) provided by a nationally recognized overnight delivery service, shall be rebuttable evidence of receipt in accordance with clause (i), (ii), (iii) or (iv) above, respectively. Any party to this Agreement may give any notice or other communication hereunder using any other means (including messenger service, ordinary mail or electronic mail), but no such notice or other communication shall be deemed to have been duly given unless it actually is received by the party for whom it is intended.

b. No failure or delay in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

c. The corporate laws of the State of Delaware shall govern all issues concerning the relative rights of the Company and its stockholders. All other questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Illinois. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of Chicago for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such

service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

d. This Agreement**,** the Purchase Agreement and the other Transaction Documents constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement**,** the Purchase Agreement and the other Transaction Documents supersede all other prior oral or written agreements between the Buyer, the Company, their affiliates and persons acting on their behalf with respect to the subject matter hereof and thereof.

e. Subject to the requirements of Section 8, this Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of each of the parties hereto.

f. The headings in this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

g. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf (or other electronic reproduction of a) signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction of a) signature.

h. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

i. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction will be applied against any party.

j. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

*** * * * * ***

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of day and year first above written.

THE COMPANY:

CANCER GENETICS, INC.

By: ____/s/ Panna L. Sharma_____
Name: Panna L. Sharma
Title: President and Chief Executive Officer

BUYER:

ASPIRE CAPITAL FUND, LLC
BY: ASPIRE CAPITAL PARTNERS, LLC
BY: CHRISKO INVESTORS INC.

By: _____/s/ Christos Komissopoulos_____
Name: Christos Komissopoulos
Title: President

EXHIBIT A

Information About The Buyer Furnished To The Company By The Buyer
Expressly For Use In Connection With The Registration Statement and Prospectus

Aspire Capital Partners LLC ("Aspire Partners") is the Managing Member of Aspire Capital Fund LLC ("Aspire Fund"). SGM Holdings Corp ("SGM") is the Managing Member of Aspire Partners. Mr. Steven G. Martin ("Mr. Martin") is the president and sole shareholder of SGM, as well as a principal of Aspire Partners. Mr. Erik J. Brown ("Mr. Brown") is the president and sole shareholder of Red Cedar Capital Corp ("Red Cedar"), which is a principal of Aspire Partners. Mr. Christos Komissopoulos ("Mr. Komissopoulos") is president and sole shareholder of Chrisko Investors Inc ("Chrisko"), which is a principal of Aspire Partners. Each of Aspire Partners, SGM, Red Cedar, Chrisko, Mr. Martin, Mr. Brown, and Mr. Komissopoulos may be deemed to be a beneficial owner of common stock held by Aspire Fund. Each of Aspire Partners, SGM, Red Cedar, Chrisko, Mr. Martin, Mr. Brown, and Mr. Komissopoulos disclaims beneficial ownership of the common stock held by Aspire Fund.

EXHIBIT 5.1

[Lowenstein Sandler LLP Letterhead]

August 16, 2017

Cancer Genetics, Inc.
201 Route 17 North, 2nd Floor
Rutherford, New Jersey 07070

Re: Shelf Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel for Cancer Genetics, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing of a Registration Statement on Form S-3 (File No. 333-218229) (the "Registration Statement") with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), and the rules and regulations promulgated thereunder, and the prospectus, dated June 5, 2017 (the "Prospectus") and the prospectus supplement, dated August 16, 2017 (the "Prospectus Supplement"), filed with the Commission pursuant to Rule 424(b) of the rules and regulations of the Securities Act, relating to the issuance and sale by the Company of up to 5,653,333 shares of common stock, par value $0.0001 per share, of the Company (collectively, the "Shares"), including 1,320,000 shares that were issued on August 16, 2017 (the "Initial Shares").

We understand that the Initial Shares have been issued and sold, and the remaining Shares are to be issued and sold, to Aspire Capital Fund, LLC ("Aspire"), as described in the Registration Statement, Prospectus and the Prospectus Supplement, pursuant to a Common Stock Purchase Agreement, dated as of August 14, 2017, between the Company and Aspire filed with the Commission as Exhibit 10.1 to the Current Report on Form 8-K to which this opinion is attached as Exhibit 5.1 (the "Purchase Agreement").

In connection with this opinion, we have examined the Registration Statement, the Prospectus and the Prospectus Supplement. We also have examined such corporate records, certificates and other documents and such questions of law as we have considered necessary or appropriate for the purpose of this opinion. We have assumed: (A) the genuineness and authenticity of all documents submitted to us as originals and (B) the conformity to originals of all documents submitted to us as copies thereof. As to certain factual matters, we have relied upon certificates of officers of the Company and have not sought independently to verify such matters.

Based on the foregoing, and subject to the assumptions, limitations and qualifications set forth herein, we are of the opinion that the issuance and sale of the Shares has been duly authorized and, any Initial Shares that have been, and any remaining Shares that will be, issued and sold in the manner described in the Registration Statement, the Prospectus and the Prospectus Supplement and in accordance with the Purchase Agreement, are, and will be, respectively, validly issued, fully paid and non-assessable.

Our opinion is limited to the federal laws of the United States and to the Delaware General Corporation Law. We express no opinion as to the effect of the law of any other jurisdiction. Our opinion is rendered as of the date hereof, and we assume no obligation to advise you of changes in law or fact (or the effect thereof on the opinions expressed herein) that hereafter may come to our attention.

We hereby consent to the inclusion of this opinion as Exhibit 5.1 to the Registration Statement and to the references to our firm therein and in the Prospectus and the Prospectus Supplement under the caption "Legal Matters." In giving our consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations thereunder.

Very truly yours,

/s/ LOWENSTEIN SANDLER LLP

Execution Copy

COMMON STOCK PURCHASE AGREEMENT

COMMON STOCK PURCHASE AGREEMENT (the "**Agreement**"), dated as of August 14, 2017 by and between **CANCER GENETICS, INC.**, a Delaware corporation (the "**Company**"), and **ASPIRE CAPITAL FUND, LLC**, an Illinois limited liability company (the "**Buyer**"). Capitalized terms used herein and not otherwise defined herein are defined in Section 10 hereof.

WHEREAS:

Subject to the terms and conditions set forth in this Agreement, the Company wishes to sell to the Buyer, and the Buyer wishes to buy from the Company, up to Sixteen Million Dollars ($16,000,000) of the Company's common stock, par value $0.0001 per share (the "**Common Stock**"). The shares of Common Stock to be purchased hereunder are referred to herein as the "**Purchase Shares**."

NOW THEREFORE, the Company and the Buyer hereby agree as follows:

1. PURCHASE OF COMMON STOCK.

Subject to the terms and conditions set forth in this Agreement, the Company has the right to sell to the Buyer, and the Buyer has the obligation to purchase from the Company, Purchase Shares as follows:

(a) Initial Purchase; Commencement of Purchases of Common Stock. Immediately upon Commencement (as defined below), the Buyer shall purchase from the Company 1,000,000 Purchase Shares and upon receipt of such Purchase Shares shall pay to the Company as the purchase price therefor, via wire transfer, Three Million Dollars ($3,000,000) (such purchase the "**Initial Purchase**" and such Purchase Shares are referred to herein as "**Initial Purchase Shares**"). Upon issuance and payment therefor as provided herein, such Initial Purchase Shares shall be validly issued and fully paid and non-assessable. Thereafter, the purchase and sale of Purchase Shares hereunder shall occur from time to time upon written notices by the Company to the Buyer on the terms and conditions as set forth herein following the satisfaction of the conditions (the "**Commencement"**) as set forth in Sections 6 and 7 below (the date of satisfaction of such conditions, the "**Commencement Date**").

(b) The Company's Right to Require Regular Purchases. Subject to the terms and conditions of this Agreement, on any given Business Day after the Commencement Date, the Company shall have the right but not the obligation to direct the Buyer by its delivery to the Buyer of a Purchase Notice from time to time, and the Buyer thereupon shall have the obligation, to buy the number of Purchase Shares specified in such notice, up to 33,333 Purchase Shares, on such Business Day (as long as such notice is delivered on or before 5:00 p.m. Eastern time on such Business Day) (each such purchase, a "**Regular Purchase**") at the Purchase Price on the Purchase Date; however, in no event shall the Purchase Amount of a Regular Purchase exceed One Hundred Thousand Dollars ($100,000) per Business Day, unless the Buyer and the Company mutually agree. The Company and the Buyer may mutually agree to increase the number of Purchase Shares that may be sold per Regular Purchase to as much as an additional 2,000,000 Purchase Shares per Business Day. The Company may deliver additional Purchase Notices to the Buyer from time to time so long as the most recent purchase has been completed. The share amounts and Purchase Price in this Section 1(b) shall be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction.

(c) [Intentionally Omitted.]

(d) Payment for Purchase Shares. For each Regular Purchase, the Buyer shall pay to the Company an amount equal to the Purchase Amount as full payment for such Purchase Shares via wire transfer of immediately available funds on the same Business Day that the Buyer receives such Purchase Shares. All payments made under this Agreement shall be made in lawful money of the United States of America via wire transfer of immediately available funds to such account as the Company may from time to time designate by written notice in accordance with the provisions of this Agreement. Whenever any amount expressed to be due by the terms of this Agreement is due on any day that is not a Business Day, the same shall instead be due on the next succeeding day that is a Business Day.

(e) Purchase Price Floor. The Company and the Buyer shall not effect any sales under this Agreement on any Purchase Date where the Closing Sale Price is less than the Floor Price. "**Floor Price**" means $3.00 per share of Common Stock, which shall be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction.

(f) Records of Purchases. The Buyer and the Company shall each maintain records showing the remaining Available Amount at any given time and the dates and Purchase Amounts for each purchase, or shall use such other method reasonably satisfactory to the Buyer and the Company to reconcile the remaining Available Amount.

(g) Taxes. The Company shall pay any and all transfer, stamp or similar taxes that may be payable with respect to the issuance and delivery of any shares of Common Stock to the Buyer made under this Agreement.

(h) Compliance with Principal Market Rules. Notwithstanding anything in this Agreement to the contrary, and in addition to the limitations set forth in Section 1(e), the total number of shares of Common Stock that may be issued under this Agreement, including the Commitment Shares (as defined in Section 4(e) hereof), shall be limited to 3,938,213 shares of Common Stock (the "**Exchange Cap**"), which equals 19.99% of the Company's outstanding shares of Common Stock as of the date hereof, unless stockholder approval is obtained to issue more than such 19.99%. The Exchange Cap shall be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction. The foregoing limitation shall not apply if stockholder approval has been obtained at any time the Exchange Cap is reached. Notwithstanding anything to the contrary in this Agreement or otherwise, the Company shall not be required or permitted to issue, and the Buyer shall not be required to purchase, any shares of Common Stock under this Agreement if such issuance would breach the Company's obligations under the rules or regulations of the Principal Market. The Company may, in its sole discretion, determine whether to obtain stockholder approval to issue more than 19.99% of its outstanding shares of Common Stock hereunder if such issuance would require stockholder approval under the rules or regulations of the Principal Market.

(i) Beneficial Ownership Limitation. The Company shall not issue, and the Buyer shall not purchase any shares of Common Stock under this Agreement, if such shares proposed to be issued and sold, when aggregated with all other shares of Common Stock then owned beneficially (as calculated pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended (the "**1934 Act**") and Rule 13d-3 promulgated thereunder) by the Buyer and its affiliates would result in the beneficial ownership by the Buyer and its affiliates of more than 19.99% of the then issued and outstanding shares of Common Stock of the Company.

2. BUYER'S REPRESENTATIONS AND WARRANTIES.

The Buyer represents and warrants to the Company that as of the date hereof and as of the Commencement Date:

(a) Investment Purpose. The Buyer is entering into this Agreement and acquiring the Commitment Shares and the Purchase Shares (the Purchase Shares and the Commitment Shares are collectively referred to herein as the "**Securities**"), for its own account for investment only and not with a view towards, or for resale in connection with, the public sale or distribution thereof; provided however, by making the representations herein, the Buyer does not agree to hold any of the Securities for any minimum or other specific term.

(b) Accredited Investor Status. The Buyer is an "accredited investor" as that term is defined in Rule 501(a)(3) of Regulation D under the 1933 Act.

(c) [Intentionally Omitted.]

(d) Information. The Buyer has been furnished with all materials relating to the business, finances and operations of the Company and materials relating to the offer and sale of the Securities that have been reasonably requested by the Buyer, including, without limitation, the SEC Documents (as defined in Section 3(f) hereof). The Buyer understands that its investment in the Securities involves a high degree of risk. The Buyer (i) is able to bear the economic risk of an investment in the Securities including a total loss, (ii) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the proposed investment in the Securities and (iii) has had an opportunity to ask questions of and receive answers from the officers of the Company concerning the financial condition and business of the Company and other matters related to an investment in the Securities. Neither such inquiries nor any other due diligence investigations conducted by the Buyer or its representatives shall modify, amend or affect the Buyer's right to rely on the Company's representations and warranties contained in Section 3 below. The Buyer has sought such accounting, legal and tax advice as it has considered necessary to make an informed investment decision with respect to its acquisition of the Securities.

(e) No Governmental Review. The Buyer understands that no United States federal or state agency or any other government or governmental agency has passed on or made any recommendation or endorsement of the Securities or the fairness or suitability of the investment in the Securities nor have such authorities passed upon or endorsed the merits of the offering of the Securities.

(f) [Intentionally Omitted.]

(g) Organization. The Buyer is a limited liability company duly organized and validly existing in good standing under the laws of the jurisdiction in which it is organized, and has the requisite organizational power and authority to own its properties and to carry on its business as now being conducted.

(h) Validity; Enforcement. This Agreement has been duly and validly authorized, executed and delivered on behalf of the Buyer and is a valid and binding agreement of the Buyer enforceable against the Buyer in accordance with its terms, subject as to enforceability to (i) general principles of equity and to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors' rights and remedies and (ii) public policy underlying any law, rule or regulation (including any federal or state securities law, rule or regulation) with regards to indemnification, contribution or exculpation. The execution and delivery of the Transaction Documents (as defined in Section 3(b) hereof) by the Buyer and the consummation by it of the transactions contemplated hereby and thereby do not conflict with the Buyer's certificate of organization or operating

agreement or similar documents, and do not require further consent or authorization by the Buyer, its managers or its members.

(i) Residency. The Buyer is a resident of the State of Illinois.

(j) No Prior Short Selling. The Buyer represents and warrants to the Company that at no time prior to the date of this Agreement has any of the Buyer, its agents, representatives or affiliates engaged in or effected, in any manner whatsoever, directly or indirectly, any (i) "short sale" (as such term is defined in Section 242.200 of Regulation SHO of the 1934 Act of the Common Stock or (ii) hedging transaction, which establishes a net short position with respect to the Common Stock.

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.

The Company represents and warrants to the Buyer that as of the date hereof and as of the Commencement Date:

(a) Organization and Qualification. The Company and its "Subsidiaries" (which for purposes of this Agreement means any entity in which the Company, directly or indirectly, owns more than 50% of the voting stock or capital stock or other similar equity interests) are corporations or limited liability companies duly organized and validly existing in good standing under the laws of the jurisdiction in which they are incorporated or organized, and have the requisite corporate or organizational power and authority to own their properties and to carry on their business as now being conducted. Each of the Company and its Subsidiaries is duly qualified as a foreign corporation or limited liability company to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing could not reasonably be expected to have a Material Adverse Effect. As used in this Agreement, "Material Adverse Effect" means any material adverse effect on any of: (i) the business, properties, assets, operations, results of operations or financial condition of the Company and its Subsidiaries, if any, taken as a whole, or (ii) the authority or ability of the Company to perform its obligations under the Transaction Documents. The Company has no material Subsidiaries except as set forth on Schedule 3(a).

(b) Authorization; Enforcement; Validity. (i) The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, the Registration Rights Agreement and each of the other agreements entered into by the parties on the Commencement Date and attached hereto as exhibits to this Agreement (collectively, the "**Transaction Documents**"), and to issue the Securities in accordance with the terms hereof and thereof, (ii) the execution and delivery of the Transaction Documents by the Company and the consummation by it of the transactions contemplated hereby and thereby, including without limitation, the issuance of the Commitment Shares and the reservation for issuance and the issuance of the Purchase Shares issuable under this Agreement, have been duly authorized by the Company's Board of Directors or duly authorized committee thereof, do not conflict with the Company's Certificate of Incorporation or Bylaws (as defined below), and do not require further consent or authorization by the Company, its Board of Directors, except as set forth in this Agreement, or its stockholders, (iii) this Agreement has been, and each other Transaction Document shall be on the Commencement Date, duly executed and delivered by the Company and (iv) this Agreement constitutes, and each other Transaction Document upon its execution on behalf of the Company, shall constitute, the valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as such enforceability may be limited by (y) general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies and (z) public policy underlying any law, rule or regulation (including any

federal or state securities law, rule or regulation) with regards to indemnification, contribution or exculpation. The Board of Directors of the Company or duly authorized committee thereof has approved the resolutions (the "**Signing Resolutions**") substantially in the form as set forth as **Exhibit B** attached hereto to authorize this Agreement and the transactions contemplated hereby. The Signing Resolutions are valid, in full force and effect and have not been modified or supplemented in any material respect. The Company has delivered to the Buyer a true and correct copy of the Signing Resolutions as approved by the Board of Directors of the Company.

(c) Capitalization. As of the date hereof, the authorized capital stock of the Company consists of (i) 100,000,000 shares of Common Stock, par value $0.0001, of which as of the date hereof, 19,790,016 shares are issued and outstanding, zero shares are held as treasury shares, 3,392,395 shares are reserved for future issuance pursuant to the Company's equity incentive plans, of which approximately 800,393 shares remain available for future option grants or stock awards, and 6,598,998 shares are issuable and reserved for issuance pursuant to securities (other than stock options or equity based awards issued pursuant to the Company's stock incentive plans) exercisable or exchangeable for, or convertible into, shares of Common Stock, and (ii) 9,764,000 shares of preferred stock, par value $0.0001, with per share liquidation preferences set forth on Schedule 3(c), of which as of the date hereof zero shares are issued and outstanding. All of such outstanding shares have been, or upon issuance will be, validly issued and are fully paid and non-assessable. Except as disclosed in Schedule 3(c), (i) no shares of the Company's capital stock are subject to preemptive rights or any other similar rights or any liens or encumbrances suffered or permitted by the Company, (ii) there are no outstanding debt securities of the Company or any of its Subsidiaries, (iii) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its Subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, any shares of capital stock of the Company or any of its Subsidiaries, (iv) there are no material agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities under the 1933 Act (except the Registration Rights Agreement), (v) there are no outstanding securities or instruments of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries, (vi) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Securities as described in this Agreement and (vii) the Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. The Company has furnished or made available to the Buyer true and correct copies of the Company's Certificate of Incorporation, as amended and as in effect on the date hereof (the "**Certificate of Incorporation**"), and the Company's Bylaws, as amended and as in effect on the date hereof (the '**Bylaws**").

(d) Issuance of Securities. The Commitment Shares and the Initial Purchase Shares have been duly authorized and, upon issuance in accordance with the terms hereof, the Commitment Shares and the Initial Purchase Shares shall be (i) validly issued, fully paid and non-assessable and (ii) free from all taxes, liens and charges with respect to the issuance thereof. Upon issuance and payment therefore in accordance with the terms and conditions of this Agreement, the Purchase Shares shall be validly issued, fully paid and non-assessable and free from all taxes, liens and charges with respect to the issue thereof, with the holders being entitled to all rights accorded to a holder of Common Stock.

(e) No Conflicts. Except as disclosed in Schedule 3(e), the execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the reservation for issuance and issuance of the Purchase Shares) will not (i) result in a violation of the Certificate of Incorporation, any Certificate of Designations, Preferences and Rights of any outstanding series of preferred stock of the Company or the Bylaws or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company or any of its Subsidiaries is a party, or result, to the Company's knowledge, in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and the rules and regulations of the Principal Market applicable to the Company or any of its Subsidiaries) or by which any property or asset of the Company or any of its Subsidiaries is bound or affected, except in the case of conflicts, defaults, terminations, amendments, accelerations, cancellations and violations under clause (ii), which could not reasonably be expected to result in a Material Adverse Effect. Except as disclosed in Schedule 3(e), neither the Company nor its Subsidiaries is in violation of any term of or in default under its Certificate of Incorporation, any Certificate of Designation, Preferences and Rights of any outstanding series of preferred stock of the Company or Bylaws or their organizational charter or bylaws, respectively. Except as disclosed in Schedule 3(e), neither the Company nor any of its Subsidiaries is in violation of any term of or is in default under any material contract, agreement, mortgage, indebtedness, indenture, instrument, judgment, decree or order or any statute, rule or regulation applicable to the Company or its Subsidiaries, except for possible violations, defaults, terminations or amendments that could not reasonably be expected to have a Material Adverse Effect. The business of the Company and its Subsidiaries is not being conducted, and shall not be conducted, in violation of any law, ordinance, or regulation of any governmental entity, except for possible violations, the sanctions for which either individually or in the aggregate could not reasonably be expected to have a Material Adverse Effect. Except as specifically contemplated by this Agreement, reporting obligations under the 1934 Act, or as required under the 1933 Act or applicable state securities laws or the filing of a Listing of Additional Shares Notification Form with the Principal Market, the Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency or any regulatory or self-regulatory agency in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents in accordance with the terms hereof or thereof. Except as disclosed in Schedule 3(e) and for reporting obligations under the 1934 Act, all consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence shall be obtained or effected on or prior to the Commencement Date. Except as disclosed in Schedule 3(e), the Company is not subject to any notices or actions from or to the Principal Market other than routine matters incident to listing on the Principal Market and not involving a violation of the rules of the Principal Market. Except as disclosed in Schedule 3(e), to the Company's knowledge, the Principal Market has not commenced any delisting proceedings against the Company.

(f) SEC Documents; Financial Statements. Except as disclosed in Schedule 3(f), since June 30, 2016, the Company has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the 1934 Act (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents incorporated by reference therein being hereinafter referred to as the "**SEC Documents**"). As of their respective dates (except as they have been correctly amended), the SEC Documents complied in all material respects with the requirements of the 1934 Act and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC (except as they may have been properly amended), contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. As of their respective

dates (except as they have been properly amended), the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). Except as disclosed in Schedule 3(f) or routine correspondence, such as comment letters and notices of effectiveness in connection with previously filed registration statements or periodic reports publicly available on EDGAR, to the Company's knowledge, the Company or any of its Subsidiaries are not presently the subject of any inquiry, investigation or action by the SEC.

(g) Absence of Certain Changes. Except as disclosed in Schedule 3(g), since June 30, 2017, there has been no material adverse change in the business, properties, operations, financial condition or results of operations of the Company or its Subsidiaries taken as a whole. For purposes of this Agreement, neither a decrease in cash or cash equivalents or in the market price of the Common Stock nor losses incurred in the ordinary course of the Company's business shall be deemed or considered a material adverse change. The Company has not taken any steps, and does not currently expect to take any steps, to seek protection pursuant to any Bankruptcy Law nor does the Company or any of its Subsidiaries have any knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy or insolvency proceedings. The Company is financially solvent and is generally able to pay its debts as they become due**.**

(h) Absence of Litigation. Except as disclosed in Schedule 3(h), to the Company's knowledge, there is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company or any of its Subsidiaries, threatened against the Company, the Common Stock or any of the Company's Subsidiaries or any of the Company's or the Company's Subsidiaries' officers or directors in their capacities as such, which could reasonably be expected to have a Material Adverse Effect (each, an "**Action**"). A description of each such Action, if any, is set forth in Schedule 3(h).

(i) Acknowledgment Regarding Buyer's Status. The Company acknowledges and agrees that the Buyer is acting solely in the capacity of arm's length purchaser with respect to the Transaction Documents and the transactions contemplated hereby and thereby. The Company further acknowledges that the Buyer is not acting as a financial advisor or fiduciary of the Company (or in any similar capacity) with respect to the Transaction Documents and the transactions contemplated hereby and thereby and any advice given by the Buyer or any of its representatives or agents in connection with the Transaction Documents and the transactions contemplated hereby and thereby is merely incidental to the Buyer's purchase of the Securities. The Company further represents to the Buyer that the Company's decision to enter into the Transaction Documents has been based solely on the independent evaluation by the Company and its representatives and advisors.

(j) Intellectual Property Rights. To the Company's knowledge, the Company and its Subsidiaries own or possess adequate rights or licenses to use all material trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, governmental authorizations, trade secrets and other intellectual property rights (collectively, "**Intellectual Property**") necessary to conduct their respective businesses as now conducted, except as set forth in Schedule 3(j) or to the extent that the failure to own, possess, license or otherwise hold adequate

rights to use Intellectual Property would not, individually or in the aggregate, have a Material Adverse Effect. Except as disclosed in Schedule 3(j), to the Company's knowledge, none of the Company's active and registered Intellectual Property have expired or terminated, or, by the terms and conditions thereof, will expire or terminate within two years from the date of this Agreement, except as would not reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries do not have any knowledge of any infringement by the Company or its Subsidiaries of any Intellectual Property of others and, except as set forth on Schedule 3(j), there is no claim, action or proceeding being made or brought against, or to the Company's knowledge, being threatened against, the Company or its Subsidiaries regarding Intellectual Property, which could reasonably be expected to have a Material Adverse Effect.

(k) Environmental Laws. To the Company's knowledge, the Company and its Subsidiaries (i) are in material compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety or the environment and with respect to hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) have received all material permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (iii) are in material compliance with all terms and conditions of any such permit, license or approval, except where, in each of the three foregoing clauses, the failure to so comply or receive such approvals could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(l) Title. The Company and its Subsidiaries have good and marketable title to all personal property owned by them that is material to the business of the Company and its Subsidiaries, in each case free and clear of all liens, encumbrances and defects except such as are described in Schedule 3(l) or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and any of its Subsidiaries or could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Any real property and facilities held under lease by the Company and any of its Subsidiaries, to the Company's knowledge, are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its Subsidiaries.

(m) Insurance. The Company and each of its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as management of the Company believes to be reasonable and customary in the businesses in which the Company and its Subsidiaries are engaged. To the Company's knowledge, since January 1, 2015, neither the Company nor any such Subsidiary has been refused any insurance coverage sought or applied for and neither the Company nor any such Subsidiary, to the Company's knowledge, will be unable to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not reasonably be expected to have a Material Adverse Effect.

(n) Regulatory Permits. The Company and its Subsidiaries possess all material certificates, authorizations and permits issued by the appropriate federal, state or foreign regulatory authorities necessary to conduct their respective businesses as currently conducted, and neither the Company nor any such Subsidiary has received any written notice of proceedings relating to the revocation or modification of any such material certificate, authorization or permit.

(o) Tax Status. The Company and each of its Subsidiaries has made or filed all federal and state income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject (unless and only to the extent that the Company and each of its Subsidiaries has set aside on its

books reserves reasonably adequate for the payment of all unpaid and unreported taxes or filed valid extensions) and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books reserves reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. To the Company's knowledge, there are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction.

(p) Transactions With Affiliates. Except as set forth on Schedule 3(p) and other than the grant or exercise of stock options or any other equity securities offered pursuant to duly adopted stock or incentive compensation plans as disclosed on Schedule 3(c), none of the officers, directors or employees of the Company is presently a party to any transaction with the Company or any of its Subsidiaries (other than for services as employees, officers and directors and reimbursement for expenses incurred on behalf of the Company), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any officer, director, or any such employee has a material interest or is an officer, director, trustee or general partner.

(q) Application of Takeover Protections. The Company and its board of directors have taken or will take prior to the Commencement Date all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Certificate of Incorporation or the laws of the state of its incorporation, other than Section 203 of the Delaware General Corporation Law, which is or could become applicable to the Buyer as a result of the transactions contemplated by this Agreement, including, without limitation, the Company's issuance of the Securities and the Buyer's ownership of the Securities.

(r) Registration Statement. The Shelf Registration Statement (as defined in Section 4(a) hereof) has been declared effective by the SEC, and no stop order has been issued or is pending or, to the knowledge of the Company, threatened by the SEC with respect thereto. As of the date hereof, the Company has a dollar amount of securities registered and unsold under the Shelf Registration Statement, which is not less than the sum of (i) the Available Amount and (ii) the market value of the Commitment Shares on the date hereof.

4. COVENANTS.

(a) Filing of Form 8-K and Prospectus Supplement. The Company agrees that it shall, within the time required under the 1934 Act, file a Current Report on Form 8-K disclosing this Agreement and the transaction contemplated hereby. The Company shall file within two (2) Business Days from the date hereof a prospectus supplement to the Company's existing shelf registration statement on Form S-3 (File No. 333-218229, the "**Shelf Registration Statement**") covering the sale of the Commitment Shares and Purchase Shares (the "**Prospectus Supplement**") in accordance with the terms of the Registration Rights Agreement between the Company and the Buyer, dated as of the date hereof (the "**Registration Rights Agreement**"). The Company shall use its reasonable best efforts to keep the Shelf Registration Statement and any New Registration Statement (as defined in the Registration Rights Agreement) effective pursuant to Rule 415 promulgated under the 1933 Act and available for sales of all Securities to the Buyer until such time as (i) it no longer qualifies to make sales under the Shelf Registration Statement (which shall be understood to include the inability of the Company to immediately register sales of Securities to the Buyer under the Shelf Registration Statement or any New Registration Statement pursuant to General Instruction I.B.6 of Form S-3), (ii) the date on which all the Securities have been sold under this Agreement and no Available Amount

remains thereunder, or (iii) the Agreement has been terminated. The Shelf Registration Statement (including any amendments or supplements thereto and prospectuses or prospectus supplements, including the Prospectus Supplement, contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(b) Blue Sky. The Company shall take such action, if any, as is reasonably necessary in order to obtain an exemption for or to qualify (i) the initial sale of the Securities to the Buyer under this Agreement and (ii) any subsequent sale of the Securities by the Buyer, in each case, under applicable securities or "Blue Sky" laws of the states of the United States in such states as is reasonably requested by the Buyer from time to time, and shall provide evidence of any such action so taken to the Buyer.

(c) Listing. The Company shall promptly secure the listing of all of the Securities upon each national securities exchange and automated quotation system that requires an application by the Company for listing, if any, upon which shares of Common Stock are then listed (subject to official notice of issuance) and shall maintain such listing, so long as any other shares of Common Stock shall be so listed. The Company shall use its reasonable best efforts to maintain the Common Stock's listing on the Principal Market. Neither the Company nor any of its Subsidiaries shall take any action that would be reasonably expected to result in the delisting or suspension of the Common Stock on the Principal Market, unless the Common Stock is immediately thereafter traded on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, or the OTCQB or OTCQX market places of the OTC Markets. The Company shall pay all fees and expenses in connection with satisfying its obligations under this Section.

(d) Limitation on Short Sales and Hedging Transactions. The Buyer agrees that beginning on the date of this Agreement and ending on the date of termination of this Agreement as provided in Section 11(k), the Buyer and its agents, representatives and affiliates shall not in any manner whatsoever enter into or effect, directly or indirectly, any (i) "short sale" (as such term is defined in Section 242.200 of Regulation SHO of the 1934 Act) of the Common Stock or (ii) hedging transaction, which establishes a net short position with respect to the Common Stock.

(e) Issuance of Commitment Shares. In connection with the Commencement, the Company shall issue to the Buyer as consideration for the Buyer entering into this Agreement 320,000 shares of Common Stock (the "**Commitment Shares**"). The Commitment Shares shall be issued without any restrictive legend whatsoever or prior sale requirement**.**

(f) Due Diligence. The Buyer shall have the right, from time to time as the Buyer may reasonably deem appropriate, to perform reasonable due diligence on the Company during normal business hours and subject to reasonable prior notice to the Company. The Company and its officers and employees shall provide information and reasonably cooperate with the Buyer in connection with any reasonable request by the Buyer related to the Buyer's due diligence of the Company, including, but not limited to, any such request made by the Buyer in connection with (i) the filing of the prospectus supplement described in Section 4(a) hereof and (ii) the Commencement; provided, however, that at no time is the Company required to disclose material nonpublic information to the Buyer or breach any obligation of confidentiality or non-disclosure to a third party or make any disclosure that could cause a waiver of attorney-client privilege. Each party hereto agrees not to disclose any Confidential Information of the other party to any third party and shall not use the Confidential Information of such other party for any purpose other than in connection with, or in furtherance of, the transactions contemplated hereby. Each party hereto acknowledges that the Confidential Information

shall remain the property of the disclosing party and agrees that it shall take all reasonable measures to protect the secrecy of any Confidential Information disclosed by the other party.

5. TRANSFER AGENT INSTRUCTIONS.

All of the Purchase Shares to be issued under this Agreement shall be issued without any restrictive legend unless the Buyer expressly consents otherwise. The Company shall issue irrevocable instructions to the Transfer Agent, and any subsequent transfer agent, to issue Common Stock in the name of the Buyer for the Purchase Shares (the "**Irrevocable Transfer Agent Instructions"**). The Company warrants to the Buyer that no instruction other than the Irrevocable Transfer Agent Instructions referred to in this Section 5, will be given by the Company to the Transfer Agent with respect to the Purchase Shares and that the Commitment Shares and the Purchase Shares shall otherwise be freely transferable on the books and records of the Company as and to the extent provided in this Agreement and the Registration Rights Agreement.

6. CONDITIONS TO THE COMPANY'S RIGHT TO COMMENCE SALES OF SHARES OF COMMON STOCK UNDER THIS AGREEMENT.

The right of the Company hereunder to commence sales of the Purchase Shares is subject to the satisfaction of each of the following conditions on or before the Commencement Date (the date that the Company may begin sales of Purchase Shares):

(a) The Buyer shall have executed each of the Transaction Documents and delivered the same to the Company;

(b) The representations and warranties of the Buyer shall be true and correct as of the Commencement Date as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct in all material respects as of such specific date) and the Buyer shall have performed, satisfied and complied in all material respects with the covenants and agreements required by this Agreement to be performed, satisfied or complied with by the Buyer at or prior to the Commencement Date, and the Company shall have received a certificate, executed by a duly authorized officer of the Buyer, dated as of the Commencement Date, to the foregoing effect; and

(c) The Prospectus Supplement shall have been delivered to the Buyer and no stop order with respect to the registration statement covering the sale of shares to the Buyer shall be pending or threatened by the SEC.

7. CONDITIONS TO THE BUYER'S OBLIGATION TO MAKE PURCHASES OF SHARES OF COMMON STOCK.

The obligation of the Buyer to buy Purchase Shares under this Agreement is subject to the satisfaction of each of the following conditions on or before the Commencement Date (the date that the Company may begin sales of Purchase Shares) and once such conditions have been initially satisfied, there shall not be any ongoing obligation to satisfy such conditions after the Commencement has occurred:

(a) The Company shall have executed each of the Transaction Documents and delivered the same to the Buyer;

(b) The Company shall have issued to the Buyer the Commitment Shares;

(c) The Common Stock shall be authorized for quotation on the Principal Market, trading in the Common Stock shall not have been within the last 365 days suspended by the SEC or the Principal Market, other than a general halt in trading in the Common Stock by the Principal Market under halt codes indicating pending or released material news, and the Securities shall be approved for listing upon the Principal Market;

(d) The Buyer shall have received the opinion of the Company's legal counsel dated as of the Commencement Date in customary form and substance;

(e) The representations and warranties of the Company shall be true and correct in all material respects (except to the extent that any of such representations and warranties is already qualified as to materiality in Section 3 above, in which case, such representations and warranties shall be true and correct without further qualification) as of the date of this Agreement and as of the Commencement Date as though made at that time (except for representations and warranties that speak as of a specific date, which shall be true and correct in all material respects as of such specific date) and the Company shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the Commencement Date. The Buyer shall have received a certificate, executed by the CEO, President or CFO of the Company, dated as of the Commencement Date, to the foregoing effect in the form attached hereto as **Exhibit A**;

(f) The Board of Directors of the Company or a duly authorized committee thereof shall have adopted resolutions substantially in the form attached hereto as **Exhibit B** which shall be in full force and effect without any amendment or supplement thereto as of the Commencement Date;

(g) As of the Commencement Date, the Company shall have reserved out of its authorized and unissued Common Stock, solely for the purpose of effecting future purchases of Purchase Shares hereunder, 4,333,333 shares of Common Stock;

(h) The Irrevocable Transfer Agent Instructions, in form acceptable to the Buyer shall have been delivered to and acknowledged in writing by the Company and the Buyer and have been delivered to the Transfer Agent;

(i) The Company shall have delivered to the Buyer a certificate evidencing the incorporation and good standing of the Company in the State of Delaware issued by the Secretary of State of the State of Delaware as of a date within ten (10) Business Days of the Commencement Date;

(j) [Intentionally Omitted.];

(k) The Company shall have delivered to the Buyer a secretary's certificate executed by the Secretary of the Company, dated as of the Commencement Date, in the form attached hereto as **Exhibit C**;

(l) The Shelf Registration Statement shall have been declared effective under the 1933 Act by the SEC and no stop order with respect thereto shall be pending or threatened by the SEC. The Company shall have prepared and delivered to the Buyer a final and complete form of prospectus supplement, dated and current as of the Commencement Date, to be used in connection with any issuances of any Commitment Shares or any Purchase Shares to the Buyer, and to be filed by the Company within two (2) Business Days after the Commencement Date pursuant to Rule 424(b). The Company shall have made all filings under all

applicable federal and state securities laws necessary to consummate the issuance of the Commitment Shares and the Purchase Shares pursuant to this Agreement in compliance with such laws;

(m) No Event of Default has occurred and is continuing, or any event which, after notice and/or lapse of time, would become an Event of Default has occurred;

(n) On or prior to the Commencement Date, the Company shall take all necessary action, if any, and such actions as reasonably requested by the Buyer, in order to render inapplicable any control share acquisition, business combination, stockholder rights plan or poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Certificate of Incorporation or the laws of the state of its incorporation, other than Section 203 of the Delaware General Corporation Law, that is or could become applicable to the Buyer as a result of the transactions contemplated by this Agreement, including, without limitation, the Company's issuance of the Securities and the Buyer's ownership of the Securities; and

(o) The Company shall have provided the Buyer with the information reasonably requested by the Buyer in connection with its due diligence requests made prior to, or in connection with, the Commencement, in accordance with the terms of Section 4(f) hereof.

8. INDEMNIFICATION.

In consideration of the Buyer's execution and delivery of the Transaction Documents and acquiring the Securities hereunder and in addition to all of the Company's other obligations under the Transaction Documents, the Company shall defend, protect, indemnify and hold harmless the Buyer and all of its affiliates, members, officers, directors, and employees, and any of the foregoing person's agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Indemnified Liabilities**"), incurred by any Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company in the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, (b) any breach of any covenant, agreement or obligation of the Company contained in the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, or (c) any cause of action, suit or claim brought or made against such Indemnitee and arising out of or resulting from the execution, delivery, performance or enforcement of the Transaction Documents or any other certificate, instrument or document contemplated hereby or thereby, other than with respect to Indemnified Liabilities which directly and primarily result from (A) a breach of any of the Buyer's representations and warranties, covenants or agreements contained in this Agreement, or (B) the gross negligence, bad faith or willful misconduct of the Buyer or any other Indemnitee. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

9. EVENTS OF DEFAULT.

An "**Event of Default**" shall be deemed to have occurred at any time as any of the following events occurs:

(a) during any period in which the effectiveness of any registration statement is required to be maintained pursuant to the terms of the Registration Rights Agreement, the effectiveness of such registration statement lapses for any reason (including, without limitation, the issuance of a stop order) or is unavailable to the Company for sale of all of the Registrable Securities (as defined in the Registration Rights Agreement) to the Buyer in accordance with the terms of the Registration Rights Agreement, and such lapse or unavailability continues for a period of ten (10) consecutive Business Days or for more than an aggregate of thirty (30) Business Days in any 365-day period, which is not in connection with a post-effective amendment to any such registration statement or the filing of a new registration statement; provided, however, that in connection with any post-effective amendment to such registration statement or filing of a new registration statement that is required to be declared effective by the SEC, such lapse or unavailability may continue for a period of no more than thirty (30) consecutive Business Days, which such period shall be extended for an additional thirty (30) Business Days if the Company receives a comment letter from the SEC in connection therewith;

(b) the suspension from trading or failure of the Common Stock to be listed on a Principal Market for a period of three (3) consecutive Business Days;

(c) the delisting of the Common Stock from the Principal Market, and the Common Stock is not immediately thereafter trading on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, the OTC Bulletin Board or the OTCQB marketplace or OTCQX marketplace of the OTC Markets Group;

(d) the failure for any reason by the Transfer Agent to issue Purchase Shares to the Buyer within five (5) Business Days after the applicable Purchase Date that the Buyer is entitled to receive;

(e) the breach of any representation or warranty (as of the dates made), covenant or other term or condition under any Transaction Document if such breach could reasonably be expected to have a Material Adverse Effect and except, in the case of a breach of a covenant which is reasonably curable, only if such breach continues uncured for a period of at least five (5) Business Days;

(f) if any Person commences a proceeding against the Company pursuant to or within the meaning of any Bankruptcy Law;

(g) if the Company pursuant to or within the meaning of any Bankruptcy Law; (A) commences a voluntary case, (B) consents to the entry of an order for relief against it in an involuntary case, (C) consents to the appointment of a Custodian of it or for all or substantially all of its property, (D) makes a general assignment for the benefit of its creditors or (E) becomes insolvent;

(h) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (A) is for relief against the Company in an involuntary case, (B) appoints a Custodian of the Company or for all or substantially all of its property, or (C) orders the liquidation of the Company or any Subsidiary; or

(i) if at any time after the Commencement Date, the Exchange Cap is reached unless and until stockholder approval is obtained pursuant to Section 1(h) hereof. The Exchange Cap shall be deemed to be reached at such time if, upon submission of a Purchase Notice under this Agreement, the issuance of such shares of Common Stock would exceed the number of shares of Common Stock which the Company may issue under this Agreement without breaching the Company's obligations under the rules or regulations of the Principal Market.

In addition to any other rights and remedies under applicable law and this Agreement, including the Buyer termination rights under Section 11(k) hereof, so long as an Event of Default has occurred and is continuing, or if any event which, after notice and/or lapse of time, would become an Event of Default, has occurred and is continuing, or so long as the Closing Sale Price is below the Floor Price, the Company may not require and the Buyer shall not be obligated to purchase any shares of Common Stock under this Agreement. If pursuant to or within the meaning of any Bankruptcy Law, the Company commences a voluntary case or any Person commences a proceeding against the Company, a Custodian is appointed for the Company or for all or substantially all of its property, or the Company makes a general assignment for the benefit of its creditors, (any of which would be an Event of Default as described in Sections 9(f), 9(g) and 9(h) hereof) this Agreement shall automatically terminate without any liability or payment to the Company without further action or notice by any Person. No such termination of this Agreement under Section 11(k)(i) shall affect the Company's or the Buyer's obligations under this Agreement with respect to pending purchases and the Company and the Buyer shall complete their respective obligations with respect to any pending purchases under this Agreement.

10. CERTAIN DEFINED TERMS.

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

(a) "**1933 Act**" means the Securities Act of 1933, as amended.

(b) "**Available Amount**" means initially Sixteen Million Dollars ($16,000,000) in the aggregate which amount shall be reduced by the Purchase Amount (including the Initial Purchase) each time the Buyer purchases shares of Common Stock pursuant to Section 1 hereof.

(c) "**Bankruptcy Law**" means Title 11, U.S. Code, or any similar federal or state law for the relief of debtors.

(d) "**Business Day**" means any day on which the Principal Market is open for trading during normal trading hours (i.e., 9:30 a.m. to 4:00 p.m. Eastern Time), including any day on which the Principal Market is open for trading for a period of time less than the customary time.

(e) "**Closing Sale Price**" means the last closing trade price for the Common Stock on the Principal Market as reported by the Principal Market.

(f) "**Confidential Information**" means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including, without limitation, documents, prototypes, samples, plant and equipment), which is designated as "Confidential," "Proprietary" or some similar designation. Information communicated orally shall be considered Confidential Information if such information is expressly identified as Confidential Information at the time of such initial disclosure and confirmed in writing as being Confidential Information within ten (10) Business Days after the initial disclosure. Confidential Information may also include information disclosed to a disclosing party by third parties. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third

party without a breach of such third party's obligations of confidentiality; (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

(g) "**Custodian**" means any receiver, trustee, assignee, liquidator or similar official under any Bankruptcy Law.

(h) "**Maturity Date**" means the date that is twenty-four (24) months from the Commencement Date.

(i) "**Person**" means an individual or entity including any limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

(j) "**Principal Market**" means the Nasdaq Capital Market; provided however, that in the event the Company's Common Stock is ever listed or traded on the New York Stock Exchange, the NYSE MKT, the NASDAQ Global Select Market, the Nasdaq Global Market, the NASDAQ Capital Market, the OTC Bulletin Board or either of the OTCQB Marketplace or the OTCQX marketplace of the OTC Markets Group, then the "Principal Market" shall mean such other market or exchange on which the Company's Common Stock is then listed or traded.

(k) "**Purchase Amount**" means, with respect to any particular purchase made hereunder, the portion of the Available Amount to be purchased by the Buyer pursuant to Section 1 hereof as set forth in a valid Purchase Notice which the Company delivers to the Buyer.

(l) "**Purchase Date**" means, with respect to any Regular Purchase made hereunder, the Business Day of receipt by the Buyer of a valid Purchase Notice that the Buyer is to buy Purchase Shares pursuant to Section 1(b) hereof.

(m) "**Purchase Notice**" shall mean an irrevocable written notice from the Company to the Buyer directing the Buyer to buy Purchase Shares pursuant to Section 1(b) hereof as specified by the Company therein at the applicable Purchase Price on the Purchase Date.

(n) "**Purchase Price**" means $3.00 per share of Common Stock.

(o) "**Sale Price**" means any trade price for the shares of Common Stock on the Principal Market during normal trading hours, as reported by the Principal Market.

(p) "**SEC**" means the United States Securities and Exchange Commission.

(q) "**Transfer Agent**" means the transfer agent of the Company as set forth in Section 11(f) hereof or such other person who is then serving as the transfer agent for the Company in respect of the Common Stock.

(r) [Intentionally Omitted.]

(s) [Intentionally Omitted.]

(t) [Intentionally Omitted.]

(u) [Intentionally Omitted.]

(v) [Intentionally Omitted.]

(w) [Intentionally Omitted.]

(x) [Intentionally Omitted.]

(y) [Intentionally Omitted.]

11. MISCELLANEOUS.

(a) Governing Law; Jurisdiction; Jury Trial. The corporate laws of the State of Delaware shall govern all issues concerning the relative rights of the Company and its stockholders. All other questions concerning the construction, validity, enforcement and interpretation of this Agreement and the other Transaction Documents shall be governed by the internal laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Illinois. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of Chicago, for the adjudication of any dispute hereunder or under the other Transaction Documents or in connection herewith or therewith, or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

(b) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf (or other electronic reproduction) signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction) signature.

(c) Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(d) Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder

of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

(e) Entire Agreement. This Agreement and the Registration Rights Agreement supersede all other prior oral or written agreements between the Buyer, the Company, their affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Agreement, the other Transaction Documents and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Buyer makes any representation, warranty, covenant or undertaking with respect to such matters. Each of the Company and the Buyer acknowledge and agree that it has not relied on, in any manner whatsoever, any representations or statements, written or oral, other than as expressly set forth in this Agreement.

(f) Notices. Any notices, consents or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); (iii) upon receipt, when sent by electronic message (provided the recipient responds to the message and confirmation of both electronic messages are kept on file by the sending party); or (iv) one (1) Business Day after timely deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:

Cancer Genetics, Inc.
201 Route 17 North, 2nd Floor
Rutherford, NJ 07070
Telephone: 201-528-9200
Facsimile: 201-528-9201
Attention: John A. Roberts
Email: jay.roberts@cgix.com

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

Lowenstein Sandler LLP
One Lowenstein Drive
Roseland, NJ 07068
Telephone: 973-597-2500
Facsimile: 973-597-2400
Attention: Alan Wovsaniker, Esq.
Email: awovsaniker@lowenstein.com

If to the Buyer:

Aspire Capital Fund, LLC
155 North Wacker Drive, Suite 1600
Chicago, IL 60606
Telephone: 312-658-0400
Facsimile: 312-658-4005

Attention: Steven G. Martin
Email: smartin@aspirecapital.com

With a copy to (which shall not constitute delivery to the Buyer):

Morrison & Foerster LLP
2000 Pennsylvania Avenue, NW, Suite 6000
Washington, DC 20006
Telephone: 202-778-1611
Facsimile: 202-887-0763
Attention: Martin P. Dunn, Esq.
Email: mdunn@mofo.com

If to the Transfer Agent:

Continental Stock Transfer & Trust Company
17 Battery Place, 8th Floor
New York, NY 10004
Telephone: 212-509-4000
Facsimile: 212-616-7615
Attention: Henry Farrell and Margaret Villani
Email: HFarrell@Continentalstock.com, MVillani@Continentalstock.com

or at such other address and/or facsimile number and/or to the attention of such other person as the recipient party has specified by written notice given to each other party at least one (1) Business Day prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent or other communication, (B) mechanically or electronically generated by the sender's facsimile machine containing the time, date, and recipient facsimile number, (C) electronically generated by the sender's electronic mail containing the time, date and recipient email address or (D) provided by a nationally recognized overnight delivery service, shall be rebuttable evidence of receipt in accordance with clause (i), (ii), (iii) or (iv) above, respectively.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Buyer, including by merger or consolidation; provided, however, that any transaction, whether by merger, reorganization, restructuring, consolidation, financing or otherwise, whereby the Company remains the surviving entity immediately after such transaction shall not be deemed a succession or assignment. The Buyer may not assign its rights or obligations under this Agreement.

(h) No Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

(i) Publicity. The Buyer shall have the right to approve before issuance any press release, SEC filing or any other public disclosure made by or on behalf of the Company whatsoever with respect to, in any manner, the Buyer, its purchases hereunder or any aspect of this Agreement or the transactions contemplated hereby; provided, however, that the Company shall be entitled, without the prior approval of the Buyer, to make any press release or other public disclosure (including any filings with the SEC) with

respect to such transactions as is required by applicable law and regulations so long as the Company and its counsel consult with the Buyer in connection with any such press release or other public disclosure at least one (1) Business Day prior to its release. The Buyer must be provided with a copy thereof at least one (1) Business Day prior to any release or use by the Company thereof.

(j) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(k) Termination. This Agreement may be terminated only as follows:

(i) By the Buyer any time an Event of Default exists without any liability or payment to the Company. However, if pursuant to or within the meaning of any Bankruptcy Law, the Company commences a voluntary case or any Person commences a proceeding against the Company, a Custodian is appointed for the Company or for all or substantially all of its property, or the Company makes a general assignment for the benefit of its creditors, (any of which would be an Event of Default as described in Sections 9(f), 9(g) and 9(h) hereof) this Agreement shall automatically terminate without any liability or payment to the Company without further action or notice by any Person. No such termination of this Agreement under this Section 11(k)(i) shall affect the Company's or the Buyer's obligations under this Agreement with respect to pending purchases and the Company and the Buyer shall complete their respective obligations with respect to any pending purchases under this Agreement.

(ii) In the event that the Commencement shall not have occurred the Company shall have the option to terminate this Agreement for any reason or for no reason without any liability whatsoever of either party to the other party under this Agreement.

(iii) In the event that the Commencement shall not have occurred within ten (10) Business Days of the date of this Agreement, due to the failure to satisfy any of the conditions set forth in Sections 6 and 7 above with respect to the Commencement, either party shall have the option to terminate this Agreement at the close of business on such date or thereafter without liability of either party to any other party; provided, however, that the right to terminate this Agreement under this Section 11(k)(iii) shall not be available to either party if such failure to satisfy any of the conditions set forth in Sections 6 and 7 is the result of a breach of this Agreement by such party or the failure of any representation or warranty of such party included in this Agreement to be true and correct in all material respects.

(iv) At any time after the Commencement Date, the Company shall have the option to terminate this Agreement for any reason or for no reason by delivering notice (a "**Company Termination Notice**") to the Buyer electing to terminate this Agreement without any liability whatsoever of either party to the other party under this Agreement. The Company Termination Notice shall not be effective until one (1) Business Day after it has been received by the Buyer.

(v) This Agreement shall automatically terminate on the date that the Company sells and the Buyer purchases the full Available Amount as provided herein, without any action or notice on the part of any party and without any liability whatsoever of any party to any other party under this Agreement.

(vi) If by the Maturity Date for any reason or for no reason the full Available Amount under this Agreement has not been purchased as provided for in Section 1 of this Agreement, this Agreement shall automatically terminate on the Maturity Date, without any action or notice on the part of any party and without any liability whatsoever of any party to any other party under this Agreement.

Except as set forth in Sections 11(k)(i) (in respect of an Event of Default under Sections 9(f), 9(g) and 9(h)), 11(k)(v) and 11(k)(vi), any termination of this Agreement pursuant to this Section 11(k) shall be effected by written notice from the Company to the Buyer, or the Buyer to the Company, as the case may be, setting forth the basis for the termination hereof. The representations and warranties of the Company and the Buyer contained in Sections 2, 3 and 5 hereof, the indemnification provisions set forth in Section 8 hereof and the agreements and covenants set forth in Sections 4(e) and 11, shall survive the Commencement and any termination of this Agreement. No termination of this Agreement shall affect the Company's or the Buyer's rights or obligations (i) under the Registration Rights Agreement which shall survive any such termination in accordance with its terms or (ii) under this Agreement with respect to pending purchases and the Company and the Buyer shall complete their respective obligations with respect to any pending purchases under this Agreement.

(l) No Financial Advisor, Placement Agent, Broker or Finder. The Company represents and warrants to the Buyer that it has not engaged any financial advisor, placement agent, broker or finder in connection with the transactions contemplated hereby. The Buyer represents and warrants to the Company that it has not engaged any financial advisor, placement agent, broker or finder in connection with the transactions contemplated hereby. Each party shall be responsible for the payment of any fees or commissions, if any, of any financial advisor, placement agent, broker or finder engaged by such party relating to or arising out of the transactions contemplated hereby. Each party shall pay, and hold the other party harmless against, any liability, loss or expense (including, without limitation, attorneys' fees and out of pocket expenses) arising in connection with any such claim.

(m) No Strict Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

(n) Failure or Indulgence Not Waiver. No failure or delay in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

* * * * *

IN WITNESS WHEREOF, the Buyer and the Company have caused this Common Stock Purchase Agreement to be duly executed as of the date first written above.

THE COMPANY:

CANCER GENETICS, INC.

By:__/s/ Panna L. Sharma_____
Name: Panna L. Sharma
Title: President and Chief Executive Officer

BUYER:

ASPIRE CAPITAL FUND, LLC
BY: ASPIRE CAPITAL PARTNERS, LLC
BY: CHRISKO INVESTORS INC.

By: ___/s/ Christos Komissopoulos_____
Name: Christos Komissopoulos
Title: President

SCHEDULES

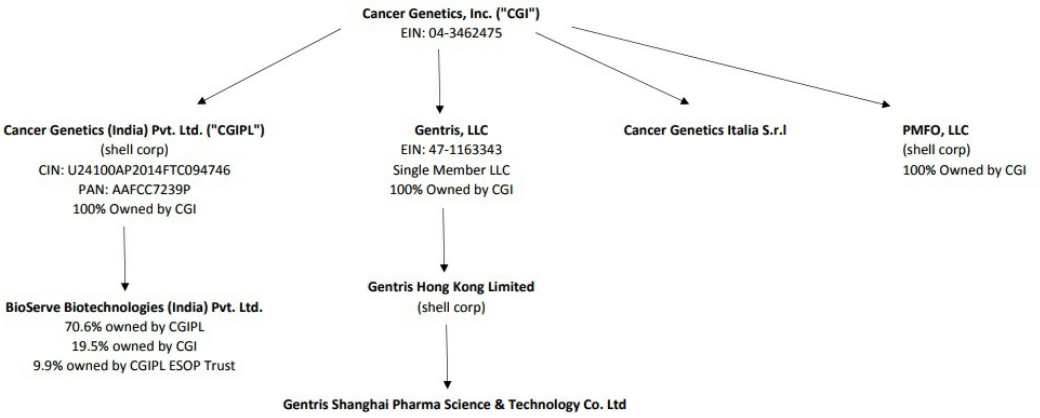
Schedule 3(a) Subsidiaries
Schedule 3(c) Capitalization
Schedule 3(e) Conflicts
Schedule 3(f) 1934 Act Filings
Schedule 3(g) Material Changes
Schedule 3(h) Litigation
Schedule 3(j) Intellectual Property
Schedule 3(l) Title
Schedule 3(p) Transactions with Affiliates

EXHIBITS

Exhibit A Form of Officer's Certificate
Exhibit B Form of Resolutions of Board of Directors of the Company
Exhibit C Form of Secretary's Certificate

DISCLOSURE SCHEDULES

Schedule 3(a) – Subsidiaries



Schedule 3(c) – Capitalization

Cancer Genetics, Inc.
Cap Table - Fully Diluted
August 14 2017

Preferred shares	-	
Common Shares	19,790,016	
Warrants	6,598,998	
Options Outstanding	2,592,002	Does not include 800,393 unissued from existing plans
Total shares assuming all in the money	28,981,016	

As of June 30, 2017, we had 6,598,998 warrants outstanding at a weighted average price of $4.92 and 2,578,002 options outstanding at a weighted average price of $7.46.

On August 14, 2017, we agreed to purchase all of the outstanding stock of vivoPharm Pty Ltd. ("vivoPharm"), with its principal place of business in Victoria, Australia, in a transaction valued at approximately $12 million, comprised of $1.2 million in cash and the remaining $10.8 million in the Company's common stock based on a trailing 20 day VWAP from and including the closing price of the stock on August 15, 2017.

Schedule 3(e) – Conflicts

None.

Schedule 3(f) – 1934 Act Filings

None.

Schedule 3(g) – Material Changes

None.

Schedule 3(h) – Litigation

None.

Schedule 3(j) – Intellectual Property

None.

Schedule 3(l) – Title

The Company has security agreements with Silicon Valley Bank and Partners for Growth IV, L.P., who have perfected liens on all of the Company's assets.

Schedule 3(p) – Transactions with Affiliates

We have a consulting agreement with Equity Dynamics, Inc. ("EDI"), an entity controlled by John Pappajohn, effective April 1, 2014 pursuant to which EDI receives a monthly fee of $10,000.

EXHIBIT A

FORM OF OFFICER'S CERTIFICATE

This Officer's Certificate ("**Certificate**") is being delivered pursuant to Section 7(e) of that certain Common Stock Purchase Agreement dated as of August 14, 2017 (the "**Common Stock Purchase Agreement**"), by and between **CANCER GENETICS, INC.**, a Delaware corporation (the "**Company**"), and **ASPIRE CAPITAL FUND, LLC**, an Illinois limited liability company (the "**Buyer**"). Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Common Stock Purchase Agreement.

The undersigned, _____, _____ of the Company, hereby certifies as follows:

1. I am the _____ of the Company and make the statements contained in this Certificate in my capacity as such;

2. The representations and warranties of the Company are true and correct in all material respects (except to the extent that any of such representations and warranties is already qualified as to materiality in Section 3 of the Common Stock Purchase Agreement, in which case, such representations and warranties are true and correct without further qualification) as of the date when made and as of the Commencement Date as though made at that time (except for representations and warranties that speak as of a specific date);

3. The Company has performed, satisfied and complied in all material respects with covenants, agreements and conditions required by the Transaction Documents to be performed, satisfied or complied with by the Company at or prior to the Commencement Date.

4. The Company has not taken any steps, and does not currently expect to take any steps, to seek protection pursuant to any Bankruptcy Law nor does the Company or any of its Subsidiaries have any knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy or insolvency proceedings. The Company is financially solvent and is generally able to pay its debts as they become due.

IN WITNESS WHEREOF, I have hereunder signed my name on this ___ day of _____.

_____
Name:
Title:

The undersigned as Secretary of **CANCER GENETICS, INC.**, a Delaware corporation, hereby certifies that _____ is the duly elected, appointed, qualified and acting _____ of **CANCER GENETICS, INC.** and that the signature appearing above is his/her genuine signature.

_____
Secretary

EXHIBIT B

FORM OF COMPANY RESOLUTIONS
FOR SIGNING PURCHASE AGREEMENT

WHEREAS, management has reviewed with the Board of Directors the background, terms and conditions of the transactions subject to the Common Stock Purchase Agreement (the "**Purchase Agreement**") by and between the Company and Aspire Capital Fund, LLC ("**Aspire**"), including all materials terms and conditions of the transactions subject thereto, providing for the purchase by Aspire of up to Sixteen Million Dollars ($16,000,000) of the Company's common stock, par value $0.0001 per share (the "**Common Stock**"); and

WHEREAS, after careful consideration of the Purchase Agreement, the documents incident thereto and other factors deemed relevant by the Board of Directors, the Board of Directors has determined that it is advisable and in the best interests of the Company to engage in the transactions contemplated by the Purchase Agreement, including, but not limited to, the issuance of 3,200,000 shares of Common Stock to Aspire as a commitment fee (the "**Commitment Shares**") and the sale of shares of Common Stock to Aspire up to the available amount under the Purchase Agreement (the "**Purchase Shares,**" and together with the Commitment Shares, the "**Aspire Shares**").

Transaction Documents

NOW, THEREFORE, BE IT RESOLVED, that the transactions described in the Purchase Agreement are hereby approved and the Chief Executive Officer and Chief Financial Officer (the "**Authorized Officers**") are severally authorized to execute and deliver the Purchase Agreement, and any other agreements or documents contemplated thereby including, without limitation, a registration rights agreement (the "**Registration Rights Agreement**") providing for the registration of the shares of the Company's Common Stock issuable in respect of the Purchase Agreement on behalf of Aspire, with such amendments, changes, additions and deletions as the Authorized Officers may deem to be appropriate and approve on behalf of, the Company, such approval to be conclusively evidenced by the signature of an Authorized Officer thereon; and

FURTHER RESOLVED, that the terms and provisions of the Registration Rights Agreement by and among the Company and Aspire are hereby approved and the Authorized Officers are authorized to execute and deliver the Registration Rights Agreement (pursuant to the terms of the Purchase Agreement), with such amendments, changes, additions and deletions as the Authorized Officer may deem appropriate and approve on behalf of, the Company, such approval to be conclusively evidenced by the signature of an Authorized Officer thereon; and

FURTHER RESOLVED, that the terms and provisions of the Form of Transfer Agent Instructions (the "**Instructions**") are hereby approved and the Authorized Officers are authorized to execute and deliver the Instructions (pursuant to the terms of the Purchase Agreement), with such amendments, changes, additions and deletions as the Authorized Officers may deem appropriate and approve on behalf of, the Company, such approval to be conclusively evidenced by the signature of an Authorized Officer thereon; and

Execution of Purchase Agreement

FURTHER RESOLVED, that the Company be and it hereby is authorized to execute the Purchase Agreement providing for the purchase of common stock of the Company having an aggregate value of up to $16,000,000; and

Issuance of Common Stock

FURTHER RESOLVED, that the Company is hereby authorized to issue the Commitment Shares to Aspire as Commitment Shares and that upon issuance of the Commitment Shares pursuant to the Purchase Agreement, the Commitment Shares shall be duly authorized, validly issued, fully paid and non-assessable; and

FURTHER RESOLVED, that the Company is hereby authorized to issue shares of Common Stock upon the purchase of Purchase Shares up to the available amount under the Purchase Agreement in accordance with the terms of the Purchase Agreement and that, upon issuance of the Purchase Shares pursuant to the Purchase Agreement, the Purchase Shares will be duly authorized, validly issued, fully paid and non-assessable; and

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver one or more stock certificates representing any Aspire Shares sold under the Purchase Agreement in such form as may be approved by such officers, or to cause any such Aspire Shares to be delivered through electronic book entry; and

Listing of Shares on the Nasdaq Capital Market

FURTHER RESOLVED, that the officers of the Company with the assistance of counsel be, and each of them hereby is, authorized and directed to take all necessary steps and do all other things necessary and appropriate to effect the listing of the Aspire Shares on the Nasdaq Capital Market; and

Approval of Actions

FURTHER RESOLVED, that, without limiting the foregoing, the Authorized Officers are, and each of them hereby is, authorized and directed to proceed on behalf of the Company and to take all such steps as deemed necessary or appropriate, with the advice and assistance of counsel, to cause the Company to consummate the agreements referred to herein and to perform its obligations under such agreements; and

FURTHER RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of and in the name of the Company, to take or cause to be taken all such further actions and to execute and deliver or cause to be executed and delivered all such further agreements, amendments, documents, certificates, reports, schedules, applications, notices, letters and undertakings and to incur and pay all such fees and expenses as in their judgment shall be necessary, proper or desirable to carry into effect the purpose and intent of any and all of the foregoing resolutions, and that all actions heretofore taken by any officer or director of the Company in connection with the transactions contemplated by the agreements described herein are hereby approved, ratified and confirmed in all respects.

EXHIBIT C

FORM OF SECRETARY'S CERTIFICATE

This Secretary's Certificate (the "**Certificate**") is being delivered pursuant to Section 7(k) of that certain Common Stock Purchase Agreement dated as of August 14, 2017 (the "**Common Stock Purchase Agreement**"), by and between **CANCER GENETICS, INC.**, a Delaware corporation (the "**Company**") and **ASPIRE CAPITAL FUND, LLC**, an Illinois limited liability company (the "**Buyer**"), pursuant to which the Company may sell to the Buyer up to Sixteen Million Dollars ($16,000,000) of the Company's Common Stock, par value $0.0001 (the "**Common Stock**"). Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Common Stock Purchase Agreement.

The undersigned, _____ Secretary of the Company, hereby certifies as follows in his capacity as such:

1. I am the Secretary of the Company and make the statements contained in this Secretary's Certificate.

2. Attached hereto as Exhibit A and Exhibit B are true, correct and complete copies of the Company's bylaws ("**Bylaws**") and Certificate of Incorporation ("**Certificate of Incorporation**"), respectively, in each case, as amended through the date hereof, and no action has been taken by the Company, its directors, officers or stockholders, in contemplation of the filing of any further amendment relating to or affecting the Bylaws or Articles.

3. Attached hereto as Exhibit C are true, correct and complete copies of the resolutions duly adopted by the Board of Directors of the Company on _____, 2017 at which a quorum was present and acting throughout. Such resolutions have not been amended, modified or rescinded and remain in full force and effect and such resolutions are the only resolutions adopted by the Company's Board of Directors, or any committee thereof, or the stockholders of the Company relating to or affecting (i) the entering into and performance of the Common Stock Purchase Agreement, or the issuance, offering and sale of the Purchase Shares and the Commitment Shares and (ii) and the performance of the Company of its obligation under the Transaction Documents as contemplated therein.

4. As of the date hereof, the authorized, issued and reserved capital stock of the Company is as set forth on Exhibit D hereto.

IN WITNESS WHEREOF, I have hereunder signed my name on this ___ day of _____.

_____

_____, Secretary

The undersigned as _____ of **CANCER GENETICS, INC.**, a Delaware corporation, hereby certifies that _____ is the duly elected, appointed, qualified and acting Secretary of **CANCER GENETICS, INC.**, and that the signature appearing above is his/her genuine signature.

_____