

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): January 25, 2022

SPAR Group, Inc.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

0-27408
(Commission File No.)

33-0684451
(IRS Employer Identification No.)

1910 Opdyke Court, Auburn Hills, MI
(Address of Principal Executive Offices)

48326
(Zip Code)

Registrant's telephone number, including area code: (248) 364-7727

(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:

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	SGRP	The Nasdaq Stock Market LLC

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

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.

SPAR Group, Inc. ("SGRP" or the "Corporation", and together with its subsidiaries, the "Company" or "SPAR Group") has listed its shares of Common Stock (the "SGRP Shares") for trading through the Nasdaq Stock Market LLC ("Nasdaq") under the trading symbol "SGRP" and periodically files reports with the Securities and Exchange Commission ("SEC").

For background respecting the events described below, reference is made to the Risk, Related Party and Litigation disclosures in: (i) SGRP's Annual Report on Form 10-K for the year ended December 31, 2020, as filed with the SEC on March 31, 2021 (the "10-K"), and as amended by SGRP's First Amendment to the Annual Report on Form 10K/A as filed with the SEC on April 29, 2021 (the "2020 10-K Amendment", and as so amended, the "2020 Annual Report"); (ii) SGRP's First Amendment to SPAR Group Inc.'s Definitive Proxy Statement on Schedule 14A as filed with the SEC on July 20, 2021 (as amended, the "2021 Proxy Statement"); and (iii) SGRP's Quarterly Reports on Form 10-Q as filed with the SEC (the "2021 10Q Reports").

Item 1.01. Entry into a Material Definitive Agreement.

Change of Control, Voting and Restricted Stock Agreement

Effective January 28, 2022, the Corporation entered into the Change of Control, Voting and Restricted Stock Agreement ("CIC Agreement"), by and among the Corporation, Robert G. Brown, an individual ("Mr. Brown"), William H. Bartels, an individual ("Mr. Bartels"), SPAR Administrative Services, Inc., a Nevada corporation ("SAS"), and SPAR Business Services, Inc., a Nevada corporation ("SBS"), and collectively with Mr. Brown, Mr. Bartels and SAS, the ("Majority Stockholders") (the "Agreement"). Mr. Brown is the Chairman of the Board of Directors of the Corporation (the "Board") and a director, and Mr. Bartels is a director.

The Board, management and the Majority Stockholders believe that entering into the CIC Agreement and abiding by the terms and conditions of the CIC Agreement are, and will continue to be, in the best interests of the Corporation and all of its stockholders, including by, specifically, but not exclusively:

- (i) to achieve resolution of current and potential future actions, claims and demands between the Majority Stockholders and the Company;
- (ii) to establish a newly independent Board that will provide for continued independent governance and oversight of the Corporation; and
- (iii) to enable the Corporation's management to focus on the Company's growth, opportunities, financial performance and driving stockholder value.

The material terms and conditions of the CIC Agreement include the following:

- (i) the CIC Agreement establishes and confirms the beneficial ownership of each of Mr. Brown and Mr. Bartels;
- (ii) the CIC Agreement restricts the Majority Stockholders and their affiliates from undertaking any of the Covered Matters (as defined below) during the term of the CIC Agreement;
- (iii) the Majority Stockholders and the Corporation mutually released each other and affiliates of all claims, including related potential and future claims;
- (iv) during the term of the CIC Agreement, the Majority Stockholders have the right to nominate for election three (3) directors if the Board has seven (7) directors, which number shall be adjusted if there are less than seven (7) directors on the Board;
- (v) the Corporation issued to the Majority Stockholders 2,000,000 restricted shares of the Preferred Stock (as defined below) which are convertible into SGRP Shares subject to the conversion ratio as set forth in the CIC Agreement (as further discussed below in Item 5.03), which vest over time, assuming the Majority Stockholders' ongoing compliance with the terms and conditions of the CIC Agreement and which Preferred Shares may only be transferred to affiliates and certain related parties of the Majority Stockholders if those affiliates and certain related parties execute a joinder to the CIC Agreement;
- (vi) the Corporation made a \$250,000 cash payment to Mr. Brown and agreed to reimburse up to \$35,000 of the legal expenses of the Majority Stockholders that were incurred after January 1, 2021 in connection with the negotiation and execution of the CIC Agreement; and
- (vii) the Corporation assumed financial responsibility for, and will pay directly to Affinity Insurance Company, Ltd., the approximately \$440,880 and interest of \$32,898 plus all additional interest accrued to settle SAS obligations and the related claim for the 2014-2015 plan year.

During the term of the CIC Agreement, no Majority Stockholder or any of their respective affiliates or other related parties shall have any rights or powers to vote any SGRP Shares, or to give consents with respect to, grant proxies or take corporate action with regard to any shares of SGRP Shares, directly or indirectly, alone or in conjunction with other stockholders of the Corporation, to effectuate any of the following actions, unless any of the matters are the subject of a vote at a meeting of the Corporation's stockholders called by the Board (the "Covered Matters"):

- (i) act or attempt to act by written consent action;
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- (ii) submit or attempt to submit any stockholder proposals in advance of any annual or special stockholders meeting of the Corporation;
- (iii) call or attempt to call any special meetings of the Corporation's stockholders;
- (iv) continue or commence or attempt to continue or commence any legal claims against the Company;
- (v) change or attempt to change the size of the Board;
- (vi) appoint or remove or attempt to appoint or remove any director or officer of the Corporation, except as expressly permitted in the CIC Agreement;
- (vii) amend or attempt to amend the Corporation's Certificate of Incorporation or Amended and Restated By-laws; and
- (viii) enter or attempt to enter into any agreement, arrangement or understanding (written or otherwise) with any other Person in an effort to take any action in furtherance of the foregoing.

The foregoing description is only a summary of the CIC Agreement and is qualified in its entirety by reference to a copy of the CIC Agreement, which is attached to this Current Report on Form 8-K (this "Current Report") as Exhibit 10.1 and incorporated by reference herein.

James R. Brown, Sr. Advisor Agreement

On January 25, 2022, the Corporation entered into a consulting agreement with Mr. James R. Brown, Sr., effective January 26, 2022, following his retirement as a director of the Corporation (see Item 5.02 below), pursuant to which Mr. Brown will serve as a Board advisor to the Corporation from time to time for a term of one (1) year (the "Brown Advisor Agreement"). As compensation for his services, Mr. Brown is entitled to receive compensation at a rate of \$55,000 for the term of the Brown Advisor Agreement. Payments will be made in equal quarterly installments and will be pro-rated for partial quarters.

The foregoing is a summary description of certain terms of the Brown Advisor Agreement and is qualified in its entirety by reference to the Brown Advisor Agreement, a copy of which is filed as Exhibit 10.2 to this report and incorporated by reference.

Panagiotis Lazaretos Consulting Agreement

On January 27, 2022, the Corporation entered into a consulting agreement with Thenablers, Ltd. effective February 1, 2022 (the "Lazaretos Consulting Agreement"). Thenablers, Ltd. is wholly owned by Mr. Panagiotis Lazaretos, a director of the Corporation. Following Mr. Lazaretos's retirement as a director (see Item 5.02 below), Mr. Lazaretos agreed to provide consulting services to the Corporation regarding global sales and new markets' expansion. The Lazaretos Consulting Agreement cannot be terminated by the consent of either party for the first twelve (12) months, and automatically expires on January 31, 2024. As compensation for its services, Thenablers, Ltd. is entitled to receive: (i) base compensation at a rate of \$10,000 per month for the term of the Consulting Agreement; (ii) incentive based compensation as calculated in Exhibit A of the Lazaretos Consulting Agreement; and (iii) the outstanding options granted to Mr. Panagiotis ("Panos") N. Lazaretos on February 4, 2021 will continue to be outstanding and vest according to their terms under the agreement.

The foregoing is a summary description of certain terms of the Lazaretos Consulting Agreement and is qualified in its entirety by reference to the Lazaretos Consulting Agreement, a copy of which is filed as Exhibit 10.3 to this report and incorporated by reference.

Item 3.02. Unregistered Sales of Equity Securities.

On January 25, 2022, in anticipation of entry into the CIC Agreement, the Corporation filed a Certificate of Elimination for its "Certificate of Designation of Series "A" Preferred Stock of SPAR Group, Inc." (the "Certificate of Elimination"). Pursuant to the Certificate of Elimination, the Series A Preferred Stock was cancelled and withdrawn. As a result, all 3,000,000 shares of the previously authorized Series A Preferred Stock were returned to the Corporation's authorized "blank check" preferred stock. There were no shares of Series A Preferred Stock outstanding at the time of the cancellation.

A copy of the Certificate of Elimination is attached to this Current Report as Exhibit 3.1, and is hereby incorporated herein by reference.

Subsequent to filing the Certificate of Elimination, on January 25, 2022, pursuant to the CIC Agreement, the Corporation filed a "Certificate of Designation of Series "B" Preferred Stock of SPAR Group, Inc." (the "Preferred Designation") with the Secretary of State of Delaware, which designation had been approved by the Board on January 25, 2022. The Preferred Designation created a series of 2,000,000 shares of Preferred Stock designated as "Series B Preferred Stock" with a par value of \$.01 per share (the "Preferred Stock"). The Preferred Shares do not carry any voting or dividend rights and are convertible into the Common Stock on a 1 for 1.5 basis.

A copy of the Preferred Designation is attached to this Current Report as Exhibit 3.2, and is hereby incorporated herein by reference.

Item 5.01. Changes in Control of Registrant.

The information set forth under Item 1.01 is hereby incorporated by reference into this Item 5.01.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 25, 2022, the Board received written notices that James R. Brown, Sr. and Panagiotis Lazaretos intend to retire from all positions held with the Company. Prior to their retirements, each served as a director of the Company.

Both Mr. Brown's and Mr. Lazaretos's retirements were not as a result of any disagreement between themselves and the Company, its management, the Board or any committee of the Board, as to any matter relating to the Company's operations, policies, or practices. Mr. Brown's and Mr. Lazaretos' retirement has been accepted by the Company. Management is appreciative of their service on the Board.

Mr. Brown and Mr. Lazaretos will continue to serve as consultants to the Company as described in Item 1.01 above.

In accordance with the requirements of Item 5.02 of Form 8-K, the Company has provided both Mr. Brown and Mr. Lazaretos a copy of the disclosures that it is making in response to this Item 5.02 and will provide Mr. Brown and Mr. Lazaretos the opportunity to furnish the Company, as promptly as possible, a letter addressed to the Company stating whether Mr. Brown and Mr. Lazaretos agree with the statements made by the Company in response to this Item 5.02 and, if not, stating the respects in which he does not agree.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On January 25, 2022, the Board adopted and approved amendments to our existing Amended and Restated By-laws of the Corporation in connection with the entry into the CIC Agreement (the "Amendments"). The Amendments include the following:

- (i) the size of the Board is set at seven (7) directors, which shall include at least three (3) "Super Independent Directors", as defined in the By-laws. The Amendments remove the authority for the stockholders of the Corporation to change the size of the Board;
- (ii) the By-laws now require 70% (or five (5) of seven (7)) of the directors, including a majority of Super Independent Directors to establish quorum, set the annual meeting agenda, issue or sell securities, declare dividends, amend any committee charter or amend the By-laws;
- (iii) the threshold for the stockholders to amend the By-laws is increased from a majority to 75% of the outstanding stock of the Corporation;
- (iv) officers are allowed to adjourn shareholder meetings at their discretion;
- (v) the By-laws establish voting rules to maintain "super" independence if there are less than three (3) Super Independent Directors;
- (vi) the By-laws establish that only Super Independent Directors can be Chairman, Vice Chairman or Chairman of a committee;
- (vii) the Chairman no longer automatically holds the position of Chief Executive Officer upon a vacancy;
- (viii) on or before December 31, 2026, the threshold to call a special meeting of the Corporation is increased from 20% to 75% of the outstanding stock of the Corporation entitled to vote. On or after January 1, 2027, the threshold to call a special meeting of the Corporation is decreased from 75% to 25% of the outstanding stock of the Corporation; and
- (ix) the By-laws allows officers to adjourn meetings to protect the Corporation from breaching the CIC Agreement.

The foregoing description is only a summary of the Amendments and is qualified in its entirety by reference to a copy of the Amended and Restated By-laws of the Corporation, As Adopted, Restated, Effective And Dated As Of January 18, 2019, And As Further Amended Through January 25, 2022, as attached to this Current Report as Exhibit 3.3, and is hereby incorporated herein by reference.

Forward Looking Statements

This Current Report contains "forward-looking statements" within the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, made by, or respecting, the Company, and this Current Report has been filed by the Corporation with the SEC. "Forward-looking statements" are defined in Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and other applicable federal and state securities laws, rules and regulations, as amended (together with the Securities Act and the Exchange Act, "Securities Laws").

All statements (other than those that are purely historical) are forward-looking statements. Words such as "may," "will," "expect," "intend," "believe," "estimate," "anticipate," "continue," "plan," "project," or the negative of these terms or other similar expressions also identify forward-looking statements. Forward-looking statements made by the Corporation in this Current Report may include (without limitation) statements regarding: risks, uncertainties, cautions, circumstances and other factors ("Risks") such as (among other things) the impact of adding new directors to the Board, the potential negative effects of any stock issuance and/or payment resulting from such resolution negotiations, the potential negative effects of the novel coronavirus and COVID-19 pandemic on the Company's business, the Corporation's compliance with applicable Nasdaq director independence rules, the Company's cash flow or financial condition, or the pursuit or achievement of the Company's corporate objectives.

You should carefully review and consider the Company's forward-looking statements (including all risk factors and other cautions and uncertainties) and other information made, contained or noted in or incorporated by reference into this Current Report, but you should not place undue reliance on any of them. The results, actions, levels of activity, performance, achievements or condition of the Company (including its affiliates, assets, business, clients, capital, cash flow, credit, expenses, financial condition, income, liabilities, liquidity, locations, marketing, operations, performance, prospects, sales, strategies, taxation or other achievement, results, Risks, trends or condition) and other events and circumstances planned, intended, anticipated, estimated or otherwise expected by the Company (collectively, "Expectations"), and our forward-looking statements (including all Risks) and other information reflect the Company's current views about future events and circumstances. Although the Company believes those Expectations and views are reasonable, the results, actions, levels of activity, performance, achievements or condition of the Company or other events and circumstances may differ materially from our Expectations and views, and they cannot be assured or guaranteed by the Company, since they are subject to Risks and other assumptions, changes in circumstances and unpredictable events (many of which are beyond the Company's control). In addition, new Risks arise from time to time, and it is impossible for the Company to predict these matters or how they may arise or affect the Company. Accordingly, the Company cannot assure you that its Expectations will be achieved in whole or in part, that it has identified all potential Risks, or that it can successfully avoid or mitigate such Risks in whole or in part, any of which could be significant and materially adverse to the Company and the value of your investment in the Company's common stock.

These forward-looking statements reflect the Company's Expectations, views, Risks and assumptions only as of the date of this Current Report, and the Company does not intend, assume any obligation, or promise to publicly update or revise any forward-looking statements (including any Risks or Expectations) or other information (in whole or in part), whether as a result of new information, new or worsening Risks or uncertainties, changed circumstances, future events, recognition, or otherwise.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

- 3.1 [Certificate of Elimination of the Certificate of Designation of Series "A" Preferred Stock of SPAR Group, Inc., dated as of January 25, 2022.](#)
 - 3.2 [Certificate of Designation of Series "B" Preferred Stock of SPAR Group, Inc., dated as of January 25, 2022.](#)
 - 3.3 [Amended and Restated By-laws of the Corporation, As Adopted, Restated, Effective And Dated As Of January 18, 2019, And As Further Amended Through January 25, 2022, as filed herewith.](#)
 - 10.1 [Change of Control, Voting and Restricted Stock Agreement, by and among SPAR Group, Inc., Robert G. Brown, William H. Bartels, SPAR Administrative Services, Inc., and SPAR Business Services, Inc., dated as of January 28, 2022, as filed herewith.](#)
 - 10.2 [Advisor Agreement, by and among SPAR Group, Inc. and James R. Brown, Sr., dated as of January 25, 2022, as filed herewith.](#)
 - 10.3 [Services Contract, by and among SPAR Group, Inc. and Thenablers, Ltd., dated as of January 27, 2022, as filed herewith.](#)
 - 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).
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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 thereunto duly authorized.

SPAR Group, Inc.

Date: January 28, 2022

By: /s/ Fay DeVriese

Fay DeVriese, Chief Financial Officer
Treasurer and Secretary

Certificate of Elimination of the Certificate of Designation

of

Series "A" Preferred Stock

of

SPAR Group, Inc.**As of January 25, 2022**

The undersigned, duly authorized officer of **SPAR Group, Inc.**, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), in accordance with the provisions of Section 103 of the General Corporation Law of the State of Delaware, and pursuant to Section 151 thereof, DOES HEREBY CERTIFY:

That, pursuant to authority conferred on the Board of Directors of the Corporation (the "Board") by the Certificate of Incorporation of the Corporation (the "Certificate of Incorporation") and pursuant to the provisions of Section 151 of Title 8 of the Delaware Code, the Board, at a meeting of its members on January 25, 2022, adopted resolutions eliminating the Certificate of Designation of Series "A" Preferred Stock, which resolutions are as follows:

WHEREAS, the Board, at a meeting held on March 27, 2008, adopted resolutions providing for the designation, preferences and relative, participating, optional or other rights, and qualifications, limitations or restrictions thereof, of 3,000,000 shares of Preferred Stock, par value of one cent (\$.01) each, as the Series A Preferred Stock (the "Series A Preferred Stock") pursuant to the Certificate of Designation of Series "A" Preferred Stock, filed with the Secretary of State of the State of Delaware on March 28, 2008 (the "Series A Certificate");

WHEREAS, no shares of Series A Preferred Stock are outstanding and no such shares of Series A Preferred Stock shall be issued in the future; and

WHEREAS, the Board deems it to be in the best interests of the Corporation and its stockholders to withdraw the Series A Certificate and return the shares of Preferred Stock previously designated as Series A Preferred Stock to authorized preferred stock available for designation and issuance in accordance with the Certificate of Incorporation, pursuant to a Certificate of Elimination of the Certificate of Designation of the Series A Preferred Stock.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the authority granted to and vested in the Board in accordance with the provisions of the Certificate of Incorporation of the Corporation, the Board hereby withdraws the Series A Certificate and returns the previously designated shares of Series A Preferred Stock to their status as authorized Preferred Stock available for designation and issuance as determined by the Board, and that the officers of the Corporation, and each acting singly, are hereby authorized, empowered and directed to file with the Secretary of State of the State of Delaware a Certificate of Elimination of the Certificate of Designation of the Series A Preferred Stock in such form as the officers of the Corporation may deem necessary, and to take such other actions as such officers shall deem necessary or advisable to carry out the purposes of this resolution.

FURTHER RESOLVED, that when such Certificate of Elimination becomes effective upon acceptance of the Secretary of State of the State of Delaware, it shall have the effect of eliminating from the Corporation's current Certificate of Incorporation all matters set forth in the Series A Certificate with respect to the Series A Preferred Stock.

In accordance with Section 151(g) of the General Corporation Law of the State of Delaware, the shares that were designated as Series A Preferred Stock hereby are returned to the status of authorized but unissued shares of the Preferred Stock of the Corporation, without designation as to series.

[Signature page follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Elimination to be executed as of the date first written above.

SPAR GROUP, INC.

By: /s/ Michael R. Matacunas
Name: Michael R. Matacunas
Title: Chief Executive Officer

Certificate of Designation

of

Series "B" Preferred Stock

of

SPAR Group, Inc.**As of January 25, 2022**

The undersigned, duly authorized officer of **SPAR Group, Inc.**, a corporation organized and existing under the laws of the State of Delaware (the "Corporation"), in accordance with the provisions of Section 103 of the General Corporation Law of the State of Delaware, and pursuant to Section 151 thereof, DOES HEREBY CERTIFY:

1. The Certificate of Incorporation of the Corporation, as amended, (a) authorizes the Corporation to issue a maximum of 3,000,000 shares of Preferred Stock of a par value of one cent (\$.01) each, and (b) expressly vests in the Board of Directors of the Corporation the authority, by resolution or resolutions, (i) to approve the issuance of any or all of said shares in one or more series and (ii) to fix the voting powers (full, limited or none), designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions of each such series of preferred stock to be issued.

2. The Certificate of Designation of Series "A" Preferred Stock of the Corporation, dated March 28, 2008, is hereby rescinded pursuant to that certain Certificate of Elimination of the Certificate of Designation, dated January 25, 2022, and the Corporation is authorized to issue a maximum of 3,000,000 shares of Preferred Stock.

3. The Board of Directors of the Corporation, pursuant to such express authority, on January 25, 2022 duly adopted the resolutions attached hereto as Exhibit A creating a series of 2,000,000 shares of Preferred Stock designated as "Series B Convertible Preferred Stock". The Corporation shall issue 2,000,000 shares of Series B Convertible Preferred Stock and will reserve the remaining balance of Preferred Stock as an undesignated series.

Signed on January 25, 2022.

SPAR Group, Inc.

By: /s/ Michael R. Matacunas

Name: Michael R. Matacunas

Title: Chief Executive Officer

Exhibit A

SPAR Group, Inc.

Resolutions of its Board of Directors

Adopted January 25, 2022

Series B Convertible Preferred Stock Designation

WHEREAS, the Certificate of Incorporation of **SPAR Group, Inc.** (the "Corporation"), as amended (the "Certificate of Incorporation"), (a) authorizes the Corporation to issue a maximum of 3,000,000 shares of Preferred Stock of a par value of one cent (\$.01) each, and (b) expressly vests in the Board of Directors of the Corporation the authority, by resolution or resolutions, (i) to approve the issuance of any or all of said shares in one or more series and (ii) to fix the voting powers (full, limited or none), designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions of each such series of Preferred Stock to be issued; and

WHEREAS, the Board of Directors of the Corporation (the "Board") has determined that it is desirable for the Corporation to issue shares of Preferred Stock as hereinafter provided;

WHEREAS, the Corporation entered into that certain Change of Control, Voting and Restricted Stock Agreement dated January 25, 2022, with Robert G. Brown, William H. Bartels, Spar Administrative Services, Inc. and Spar Business Services, Inc. (the "Agreement") and now, therefore, it is

RESOLVED, that pursuant to the authority vested in the Board in accordance with the provisions of the Certificate of Incorporation, a series of the Preferred Stock of the Corporation shall be, and it hereby is, created, and that the voting powers (full, limited or none), designations, preferences and relative, participating, optional or other special rights and qualifications, limitations or restrictions thereof shall be and hereby are fixed as follows (all of which may be referred to as this "Designation"):

(a) **Designation and Amount of the Series B Preferred Stock.**

(i) The shares of such series shall be and hereby are designated as "Series B Convertible Preferred Stock" and the maximum number of shares constituting such series shall be 2,000,000 (as reduced from time to time as hereinafter provided, the "Maximum Share Number").

(ii) The Maximum Share Number may be decreased, at any time and from time to time, by resolution of the Board; provided, however, that no decrease shall reduce the Maximum Share Number to a number less than the full number of the shares of Series B Convertible Preferred Stock then outstanding.

(iii) The Maximum Share Number shall be reduced automatically from time to time by the number of shares of Series B Convertible Preferred Stock converted into shares of the Corporation's common stock, \$.01 par value (the "Common Stock"), pursuant to this Designation.

(b) **Potential Dividend Accruals and Dividend Declarations.**

(i) The Series B Convertible Preferred Stock shall have no dividend rights.

(c) **Priority.**

(i) The Series B Convertible Preferred Stock shall, with respect to rights upon the distribution of assets on liquidation, dissolution or winding up on the Corporation, rank:

(A) junior to the shares of Series A Preferred Stock; and

(B) prior to the shares of Common Stock.

(d) **Liquidation.**

(i) Upon the dissolution, liquidation or winding up of the Corporation, whether voluntary or involuntary, before any dividend of cash or property or payment or distribution of the assets of the Corporation shall be made or set apart for any Common Stock, each holder of Series B Convertible Preferred Stock then outstanding shall be entitled to receive the same amount that a holder of Common Stock would receive if the Series B Convertible Preferred Stock were fully converted to Common Stock in accordance with the Conversion Ratio (as defined below).

(e) **Conversion to Common Stock at Holder's Option.**

(i) Upon vesting as provided for in the Agreement, each share of Series B Convertible Preferred Stock shall automatically, and without any action of the holder, convert, into the equivalent number of fully paid and nonassessable shares of Common Stock of the Corporation based on the Conversion Ratio, in each case as of the date of determination. The conversion ratio shall initially be equal to 1:1.5 (the "Conversion Ratio"), and shall be subject to adjustment pursuant to any change in the number of issued shares of Common Stock (or issuance of shares other than Common Stock) by reason of any forward or reverse share split, or share dividend, recapitalization, reclassification, merger, consolidation, split-up, spin-off, reorganization, combination, exchange of shares of Common Stock, the issuance of warrants or other rights to purchase shares of Common Stock or other securities, or any other change in corporate structure or in the event of any extraordinary distribution (whether in the form of cash, shares of Common Stock, other securities or other property) (each, an "Adjustment Event"), so that the percentage of outstanding Common Stock of the Corporation represented by the shares of Common Stock issuable upon conversion of the Series B Convertible Preferred Stock immediately prior to such Adjustment Event constitutes the same percentage of outstanding Common Stock of the Corporation immediately after such Adjustment Event.

(ii) Shares of Series B Convertible Preferred Stock shall be deemed to have been converted as of the date of vesting of such shares in accordance with the Agreement and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock on such date. The holder may surrender to the Corporation the certificates representing the shares of Series B Convertible Preferred Stock to be converted, duly endorsed or accompanied by a duly executed stock power. As soon as practicable after the surrender of any certificate or certificates (or, if such holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate, in a form reasonable acceptable to such holder) for the Series B Convertible Preferred Stock, the Corporation shall issue and deliver to such holder, or his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof.

(f) **Amendments and Voting, Rights as Stockholders Generally.**

(i) No amendment to or other change in this Designation may be made by the Corporation without the consent of the holders of all of the shares of Series B Convertible Preferred Stock at the time outstanding (voting together as a separate class), given by written consent in a manner as may then be permitted by law or given in person or by proxy by a vote at a meeting of the holders of the Series B Convertible Preferred Stock called for such purpose.

(ii) No amendment to or other change in the Certificate of Incorporation that would adversely affect the holders of the Series B Convertible Preferred Stock in a manner that is different and disproportionate related to any other series of Preferred Stock may be made by the Corporation without the consent of the holders of all of the shares of Series B Convertible Preferred Stock at the time outstanding (voting together as a separate class), given by written consent in a manner as may then be permitted by law or given in person or by proxy by a vote at a meeting of the holders of the Series B Convertible Preferred Stock called for such purpose.

(iii) Except as otherwise provided in this Designation or required by applicable law, the Series B Convertible Preferred Stock shall have no voting rights.

(g) **Reservation of Shares; No Fractional Shares; Maximum Shares Without Stockholder Vote.**

(i) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of Series B Convertible Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series B Convertible Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall be insufficient to effect the conversion of all then outstanding shares of Series B Convertible Preferred Stock, the Corporation will take all actions necessary so that there is Common Stock for the conversion of the Series B Convertible Preferred Common Stock in accordance herewith and the Agreement, including to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

- (ii) No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon the conversion of any Series B Convertible Preferred Stock. If the conversion of shares of Series B Convertible Preferred Stock would otherwise require the issuance of a fraction of a share, an amount in cash shall be paid to the holder thereof equal to such fraction multiplied by the Conversion Ratio or Per Share Market Value then in effect, as applicable.

(h) **Miscellaneous.**

- (i) The Series B Convertible Preferred Stock shall not be redeemable at the option of the Corporation.
- (ii) Shares of Series B Convertible Preferred Stock issued and reacquired by the Corporation (including, without limitation, shares which have been redeemed, but excluding shares that have been converted into shares of Common Stock) shall be cancelled and shall thereafter have the status of authorized and unissued shares of Preferred Stock, undesignated as to series, subject to later issuance in accordance with the terms of the Certificate of Incorporation.
- (iii) No holder of Series B Convertible Preferred Stock of the Corporation shall, solely by virtue of his ownership of such Series B Convertible Preferred Stock, have a pre-emptive right to purchase, subscribe for or take any part of any shares or securities, options or warrants convertible into any shares of the Corporation which may be issued, optioned for sale or sold at any time by the Corporation.

and it is further

RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, with each such officer having the full authority to act without the participation or consent of any other officer, (A) to file with the Secretary of State of Delaware a Certificate of Designation providing for the issuance of the series of stock designated in the foregoing resolution, (B) to execute and deliver any and all further agreements, instruments, certificates, waivers and other documents or communications, (C) to do and perform any and all such other acts and things, and (D) to take or omit to take any and all such further action, in each case in the name and on behalf of the Corporation as such officer(s) may, in his or her discretion, deem necessary or appropriate in order to perform or otherwise satisfy (in whole or in part) such Resolutions or their purposes or intents, under its corporate seal or otherwise.

AMENDED AND RESTATED BY-LAWS

of

SPAR Group, Inc.

As Adopted, Restated, Effective and Dated as of January 18, 2019,

And As Further Amended Through January 25, 2022

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AMENDED AND RESTATED BY-LAWS

OF

SPAR GROUP, INC.

As Adopted, Restated, Effective and Dated as of January 18, 2019

And As Further Amended Through January 25, 2022

ARTICLE I.

CERTIFICATE, BY-LAWS, AGENT AND OFFICES

Section 1.01. Certificate of Incorporation. **SPAR Group, Inc.**, a Delaware corporation formerly known as PIA Merchandising Services, Inc. (the "Corporation"), was formed pursuant to a Certificate of Incorporation filed on November 29, 1995, with the Secretary of State of the State of Delaware (as the same may have been and hereafter may be supplemented, modified, amended or restated from time to time in the manner provided therein and under Applicable Law, the "Certificate").

Section 1.02. By-Laws and Restatement; Conformed Version Includes All Amendments. The Corporation, through the action of its Board of Directors (the "Board"), has adopted these amended and restated By-Laws for the Corporation (as the same may have been and hereafter may be supplemented, modified, amended, restated or replaced from time to time in the manner provided herein, these "By-Laws"), dated and effective as of January 18, 2019 (the "Restatement Date"). These By-Laws, the Audit Committee Charter, the Compensation Committee Charter and the Governance Committee Charter together amend, restate and completely replace all previous By-Laws and committee charters of the Corporation, effective as of the Restatement Date. This is a conformed version of the By-Laws that includes all amendments adopted by the action of the Board or by the action of the holders of a majority of the voting power of the capital stock of the Corporation after the Restatement Date and through January 25, 2022.

Section 1.03. Registered Agent. The registered agent of the Corporation shall be as set forth in the Certificate on the Restatement Date and as hereafter may be made, revoked or changed from time to time by the Corporation's in the manner permitted by Applicable Law.

Section 1.04. Registered Office. The registered office of the Corporation in the State of Delaware shall be located at the office of the registered agent of the Corporation in the State of Delaware and may be changed by the Board or registered agent from time to time in the manner permitted by Applicable Law.

Section 1.05. Chief Executive Office. The chief executive office of the Corporation shall be located in Auburn Hills, Michigan, or in such other place as may be designated from time to time by the Board.

Section 1.06. Other Offices. The Corporation and its direct and indirect subsidiaries (together with the Corporation, collectively, the "SPAR Group") also may have such other offices at such other places, within or without the State of Delaware or State of Michigan, as from time to time may have been: (a) approved by the Board; or (b) required by the business of the SPAR Group and approved by an Executive of the Corporation.

ARTICLE II.

MEETINGS OF SHAREHOLDERS

Section 2.01. Annual Meetings. The annual meeting of the stockholders of the Corporation for the election of directors and for the transaction of such other business as properly may come before such meeting shall be held on such date and at such time and place within or without the State of Delaware as may be designated by the Board from time to time.

Section 2.02. Special Meetings. Special meetings of the stockholders for any proper purpose or purposes may be called at any time by the Board or the Chief Executive Officer to be held on such date and at such time and place (within or without the State of Delaware) as the person or persons calling the meeting shall direct. A special meeting of the stockholders also may be called by the Secretary or any Assistant Secretary at the direction of the Board or the Chief Executive Officer. On or before December 31, 2026, a special meeting of the shareholders shall be called promptly by the Chief Executive Officer or the Secretary whenever such Officer receives Physical Delivery of the written request for such a meeting from stockholders owning at least three-fourths (75%) of the shares of the Corporation then issued and outstanding and entitled to vote on matters to be submitted to stockholders at the meeting. On or after January 1, 2027, a special meeting of the shareholders shall be called promptly by the Chief Executive Officer or the Secretary whenever such Officer receives Physical Delivery of the written request for such a meeting from stockholders owning at least one-fourth (25%) of the shares of the Corporation then issued and outstanding and entitled to vote on matters to be submitted to stockholders at the meeting. Any such written request by the stockholders shall state a proper purpose or purposes for the meeting, to which other purposes may be added by the Board or the Chief Executive Officer (or by the Secretary or Assistant Secretary at the direction of any of them) in submitting notice of the special meeting to the stockholders. At any special meeting, however called, only such business as is related to the purpose or purposes set forth in the notice to stockholders may be transacted.

Section 2.03. Notice of Meeting. Written notice of every meeting of stockholders stating the place, date and hour of the meeting shall be signed by the Chief Executive Officer or the Secretary, or by any other Officer authorized to do so by the Board or these By-Laws. Such notice shall be given, either personally, by Physical Delivery or (to the extent the recipient has consented specifically thereto as required by the DGCL) Electronic Delivery, to each stockholder of record entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the meeting, except as otherwise provided by Applicable Law. Notice of a special meeting also shall state the purpose or purposes for which the meeting is called (which may include the election of directors if so stated) and the person or persons calling the meeting. A notice sent by Physical Delivery shall be directed to a stockholder's address listed in the records of the Corporation, which may be changed by a written notice to the Secretary of a new address. Notice need not be given to any stockholder who submits a signed waiver of notice, in person or by proxy, either before or after the meeting. The attendance of any stockholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such stockholder.

Section 2.04. Quorum and Manner of Participation; Treasury Stock.

(a) Except as otherwise provided by the Certificate or Applicable Law: the presence at any meeting, in person or by proxy, of the holders of record of at least one-half of the shares then issued and outstanding and entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of business; and a quorum present at the commencement of a meeting shall not be broken by a subsequent withdrawal of one or more stockholders. For purposes of the foregoing, two or more classes or series of stock shall be considered a single class if the holders thereof are entitled to vote together as a single class at the meeting.

(b) Any one or more stockholders may participate in a meeting of the stockholders by means of a telephone conference or other electronic communication allowing all persons participating in the meeting to hear each other. Participation by such means shall constitute presence in person at a meeting.

(c) Shares of the capital stock of the Corporation owned by the Corporation or any of its direct or indirect subsidiaries shall not be entitled to vote and shall not be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation or any of its subsidiaries to vote any of the capital stock of the Corporation held by it in any fiduciary capacity for any Officer, employee or other unrelated person or the right of the Corporation to count such shares for quorum purposes.

Section 2.05. Adjournments. In the absence of a quorum, the stockholders holding a majority of the shares entitled to vote and present at the time and place of any meeting, in person or by proxy, or any Officer entitled to preside or act as secretary of such meeting, may adjourn the meeting from time to time without notice, other than the announcement at the meeting of the date, time and place of the adjourned meeting, until a quorum is present. However, if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 2.06. Secretary and Inspectors. The Board, in advance of any stockholders' meeting, may appoint one or more Officers to act as secretary and inspector(s) to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a stockholders' meeting may, and on the request of any stockholder entitled to vote thereat shall, appoint one or more inspectors. In case any person appointed fails to appear or act, the vacancy may be filled by appointment made by the Board in advance of the meeting or at the meeting by the person presiding thereat. Each inspector shall execute faithfully the duties of inspector at such meeting with strict impartiality and according to the best of his or her ability, and if requested to do so before entering upon the discharge of his or her duties, each inspector shall give or sign an oath to do so. If inspectors have been designated, the inspectors (or if there are no inspectors, the secretary of the meeting) shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum and the validity and effect of proxies, and the inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result, and do such other things as are proper to conduct the election or vote with fairness to all stockholders. On request of the person presiding at the meeting or any stockholder entitled to vote thereat, the inspectors shall make a report in writing of any challenge, question or matter determined by them and execute a certificate of any fact found by them. Any report or certificate made by them shall be prima facie evidence of the facts stated and of the vote as certified by them.

Section 2.07. Voting. Except as otherwise provided by the Certificate or Applicable Law: (a) each stockholder shall be entitled to one vote for each share of the Corporation's stock entitled to vote on the matter registered in his or her name on the books of the Corporation on the applicable record date, as determined in accordance with Section 8.01 of these By-Laws; and (b) at any meeting of stockholders at which a quorum is present: (i) directors shall be chosen by a majority of the votes cast; (ii) directors may be removed by the votes of a majority of the shares then entitled to vote for directors; and (iii) all other questions brought before the stockholders shall be determined by a majority of the votes cast. For clarity, votes cast do not include abstentions, non-votes or inconclusive votes (*i.e.*, no box clearly checked, multiple boxes checked, and the like) respecting any candidate or matter. For purposes of the foregoing, two or more classes or series of stock shall be considered a single class if the holders thereof are entitled to vote together as a single class at the meeting.

Section 2.08. Proxies.

(a) Any stockholder entitled to vote may vote by proxy, provided that the instrument authorizing such proxy to act is dated and has been signed by the stockholder or by his or her duly authorized attorney, Officer, director, employee or agent, who may affix such signature by any reasonable means (including facsimile). A proxy need not be sealed, witnessed or acknowledged. A proxy shall expire six (6) months after it is created unless it is coupled with an interest or it expressly provides for a longer period (which in any event may not exceed seven (7) years from the date of its creation). A proxy shall be presumed to be revocable unless it expressly provides otherwise. Proxies may be delivered to the Secretary before the meeting begins or to the secretary of the meeting or the inspectors of election at the meeting.

(b) A duly executed proxy may be made irrevocable by an express statement to that effect if, and only so long as, it is coupled with an interest sufficient under Applicable Law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the Corporation generally.

(c) A stockholder may authorize another person or persons to act for him as proxy by transmitting, or authorizing the transmission of, an email, fax, tested telex, cable, telegram or other reliable electronic transmission: (i) to the person who will be the holder of the proxy; or (ii) to a firm that solicits proxies or similar agent who is authorized by the person who will be the holder of the proxy to receive the transmission. Any such email, fax, tested telex, cable, telegram or other reliable electronic transmission must either set forth or be submitted with information from which it can be determined that such email, fax, tested telex, cable, telegram or other reliable electronic transmission was authorized by the stockholder. If it is determined that the email, fax, tested telex, cable, telegram or other reliable electronic transmission is valid, the persons appointed by the Corporation to count the votes of stockholders and determine the validity of proxies and ballots or other persons making those determinations must specify the information upon which they relied.

Section 2.09. Action by Written Consent. Any action required or permitted to be taken by the stockholders may be taken without any meeting, vote or notice if authorized (whether before or after such action) in a written consent or consents signed by those stockholders entitled to vote on such action having sufficient shares to have authorized it in a duly convened meeting at which all stockholders entitled to vote were present and voted. Notice of any action so authorized shall be given promptly to any stockholder not signing any such consent, but failure to give that notice shall not affect the validity of the consent. Written consents of the stockholders shall be filed with the minutes of the Corporation.

Section 2.10. List of Shareholders. At least ten (10) days before every meeting of stockholders, the Officer in charge of the Corporation's stock ledger shall prepare and make, or cause to be prepared and made, a complete list of all of the stockholders of the Corporation entitled to vote at the meeting, which list shall be arranged in alphabetical order and show each stockholder's address and the number of shares registered in the name of each stockholder; provided, however, that if there have been no changes in the stockholders of record since the last list was prepared, a new list need not be prepared. This list shall be opened to the examination of any stockholder for any purpose germane to the meeting, and shall be made available by the Corporation during normal business hours, for a period of at least ten (10) days prior to the meeting, either at the place where the meeting is to be held or any other place designated within the city where the meeting is to be held that may have been designated in the notice to stockholders. This list also shall be produced and made available throughout the meeting of stockholders and may be inspected by any stockholder present. No such list need be prepared if the actions to be taken at an annual meeting instead are approved by the written consent of the stockholders.

Section 2.11. Stockholder Proposals and Nominations. If and for so long as any shares of capital stock issued by the Corporation are listed for trading on any securities exchange or registered under Section 12 of the Securities Exchange Act of 1934, as amended, the following provisions shall apply:

(a) At an Annual Meeting, only such business shall be conducted, only such nominees for director shall be considered, and only such proposals shall be acted upon, as shall have been brought before the Annual Meeting: (i) by any stockholder of the Corporation (acting in his, her or its capacity as stockholder) who complies with the notice procedures set forth in this Section 2.11 of these By-Laws; or (ii) by, or at the direction of, at least 70% of the members of the Board, including at least a majority of the Super Independent Directors.

(b) For any business, nominee or proposal to be properly brought before an Annual Meeting by a stockholder (acting in his or her capacity as stockholder), such stockholder must have given timely written notice thereof by Physical Delivery to the Secretary of the Corporation. To be timely, a stockholder's notice must be delivered to, or received at, the principal executive offices of the Corporation not later than the ninetieth (90th) day prior to the first anniversary of the preceding year's Annual Meeting, except that if no Annual Meeting was held in the previous year, or if the date of the Annual Meeting is more than thirty (30) days before or more than thirty (30) days after such anniversary date, notice by the stockholder to be timely must be so delivered, or received, not later than the later of the ninetieth (90th) day prior to such Annual Meeting or the tenth (10th) day following the date on which public announcement of the date of such meeting is first made by the Corporation. Notwithstanding anything in the preceding sentence to the contrary, in the event that there has been no public announcement naming all of the Board's nominees for director made by the Corporation at least ten (10) days before the last day a stockholder may deliver a notice of nomination in accordance with the preceding sentence, a stockholder's notice required by this Section 2.11 shall also be considered timely for any nominees for director if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(c) A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the Annual Meeting: (i) a brief description of the business, nominee or proposal desired to be brought before the Annual Meeting and the reasons for considering the same at the Annual Meeting; (ii) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business and any other stockholders known by such stockholder to be supporting such proposal; (iii) the class and number of shares of the Corporation's stock which are beneficially owned by the stockholder on the date of such stockholder notice and by any other stockholders known by such stockholder to be supporting such proposal on the date of such stockholder notice; and (iv) any financial interest of such stockholder (or any affiliate or family member of such stockholder), whether current or at any time within the past three (3) years, in such business, nominee or proposal. In addition, if the notice is a nomination of a candidate for director, the stockholder's notice also must contain: (A) the proposed nominee's name and qualifications, including five (5) year employment history with employer names and a description of the employer's business, whether such individual can read and understand basic financial statements, and board memberships (if any); (B) the reason for such recommendation; (C) the number of shares of stock of the Corporation that are beneficially owned by such nominee; (D) a description of any business or other relationship, whether current or at any time within the past three (3) years, between such nominee (or any affiliate or family member of such nominee) and either the Corporation, any of its directors or Officers, its auditor, or any of its customers or vendors; and (E) a description of any financial or other relationship, whether current or at any time within the past three (3) years, between the stockholder (or any affiliate or family member of such stockholder) and such nominee (or any affiliate or family member of such nominee).

(d) If the Governance Committee determines in advance of the Annual Meeting, or if it has not passed on the proposal, if the presiding Officer of the Annual Meeting determines at the Annual Meeting, that a stockholder proposal was not made in accordance with the terms of this Section 2.11 or that a stockholder proposal is not a proper subject for stockholder action under Delaware law or other Applicable Law or could have been excluded under Rule 14a-8 (as defined below), whether or not applicable, such Officer shall so declare at the Annual Meeting and any such proposal shall not be acted upon at the Annual Meeting, unless a court of competent jurisdiction makes a contrary determination before or after the Annual Meeting. Nothing in this Section 2.11 shall prevent the Corporation from excluding stockholder proposals under the following circumstances: (i) with respect to any stockholder proposal, the Corporation may exclude such proposal if it would be reasonably likely to result in any direct or indirect compensatory or pecuniary benefit limited to any stockholder or any member of a group of stockholders and not all stockholders (each a "specified stockholder"), any of their respective family members, or any company or other business or entity directly or indirectly owned or controlled by any one or more of the specified stockholders and their respective family members; and (ii) with respect to any stockholder proposal submitted pursuant to Rule 14a-8 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 14a-8"), or submitted pursuant to this Section 2.11 (whether or not such Rule is applicable), the Corporation may exclude such proposal in accordance with the provisions and procedures of such Rule. If the Governance Committee determines in advance of the Annual Meeting, or if it has not passed on the proposal, if the presiding Officer of the Annual Meeting determines at the Annual Meeting, that a proposal may be excluded pursuant to the preceding clause (i), such Officer shall so declare at the Annual Meeting and any such proposal shall not be acted upon at the Annual Meeting, unless a court of competent jurisdiction makes a contrary determination before the Annual Meeting.

(e) This Section 2.11 shall not prevent the consideration and approval or disapproval at the Annual Meeting of reports of Officers, Directors and Committees of the Board or any other matter that comes before the meeting with the consent of the Board and the Chief Executive Officer, but, in connection with any such report on a stockholder's proposal, no business shall be acted upon at such Annual Meeting unless stated, filed and received as herein provided.

ARTICLE III.

BOARD

Section 3.01. Number. The number of directors that shall constitute the whole Board shall be seven (7).

Section 3.02. Power. To the extent not inconsistent with the Certificate, these By-Laws or Applicable Law, the Board may adopt such policies, rules and regulations for the conduct of its meetings, the exercise of its powers and the management of the business of the Corporation as it may deem necessary or desirable. In addition, the Board may exercise all powers of the Corporation and carry out all lawful acts not required to be exercised or done by the stockholders under the Certificate, these By-Laws or Applicable Law.

Section 3.03. Term of Office. Each director (whether elected at an annual meeting, to fill a vacancy or otherwise) shall continue in office until his or her successor shall have been duly elected and qualified or until his earlier death, resignation or removal in the manner provided in these By-Laws or Applicable Law.

Section 3.04. Vacancies and Additional Directorships. If any vacancy or newly created directorship shall occur among the directors for any reason (including death, retirement, resignation, removal, with or without cause, or as the result of an increase in the number of directors), any such vacancy or newly created directorship may be filled by: (i) a vote of the stockholders; or (ii) the directors then in office, though less than a quorum, or by the sole remaining director.

Section 3.05. Meetings.

(a) A meeting of the Board shall be held for organization and for the transaction of such other business as may properly come before the meeting, within thirty (30) days after each annual election of directors.

(b) The Board by resolution may provide for the holding of regular meetings and may fix the time and place at which such meetings may be held, which may be within or without the State of Delaware. Notice of regular or scheduled meetings shall not be required to be given, provided that, whenever the time or place of regular or scheduled meetings shall be first fixed or later changed, notice of such action shall be sent to each director who was not present at the meeting at which such action was taken at his or her residence or usual place of business by: (i) Electronic Delivery not later than two (2) days before the day on which the new or changed meeting is to be held; or (ii) Physical Delivery not later than five (5) days before the day on which the new or changed meeting is to be held.

(c) Special meetings of the Board may be called by the Chief Executive Officer or any director. Except as otherwise required by Applicable Law, notice of each special meeting shall be sent to each director at his or her residence or usual place of business by: (i) Electronic Delivery not later than two (2) days before the day on which the meeting is to be held; or (ii) Physical Delivery not later than five (5) days before the day on which the meeting is to be held. That notice shall state the place (which may be within or without the State of Delaware), date, time and a description of the business to be transacted at such meeting.

(d) Notice of any meeting need not be given to any director who attends such meeting in person without protesting the lack of notice or who shall waive notice thereof, before, at or after such meeting, by email, fax, tested telex, cable, telegram or other reliable electronic transmission or other writing.

Section 3.06. Quorum, Manner of Participation and Voting.

(a) At each meeting of the Board the presence of the Required Number (as defined below) of its members then serving in office shall be necessary and sufficient to constitute a quorum for the transaction of business. "Required Number" shall mean at least 70% of its members, including a majority of the Super Independent Directors, then serving in office if the Board or applicable Committee then consists of an odd number of directors then serving in office. In the absence of a quorum, a majority of those present at the time and place of any meeting may adjourn the meeting from time to time until a quorum shall be present and the meeting may be held as adjourned without further notice or waiver.

(b) Any one (1) or more members of the Board may participate in a meeting of the Board by means of a telephone conference or other electronic communication allowing all persons participating in the meeting to hear each other. Participation by such means shall constitute presence in person at a meeting.

(c) Except as otherwise provided by these By-Laws, the Certificate or Applicable Law, each director shall be entitled to one (1) vote, and the vote of the majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, *provided, however*, that in the event the Board: (i) includes two (2) Super Independent Directors and the Chief Executive Officer, the director with the least tenure on the Board who is not a Super Independent Director (other than the Chief Executive Officer) shall lose the right to vote on any matters that come before the Board; (ii) includes one (1) Super Independent Director and the Chief Executive Officer, then two (2) of the then-serving directors who have the least tenure on the Board and are not Super Independent Directors (other than the Chief Executive Officer) shall lose the right to vote on any matters that come before the Board; or (iii) includes no Super Independent Directors and the Chief Executive Officer, all of the then-serving directors who are not Super Independent Directors (other than the Chief Executive Officer) shall lose the right to vote on any matters that come before the Board.

Section 3.07. Action by Written Consent. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board consent in writing to the action. Written consents by the Board shall be filed with the minutes of the Board.

Section 3.08. Resignation of Directors. Any director may resign at any time by giving written notice of such resignation to the Board (in care of the Corporation) and to the Chief Executive Officer, the Secretary or any other Executive. Any such resignation shall take effect on the date specified in such notice, or if no effective date is specified, upon receipt and acceptance thereof by the Board or any such Officer.

Section 3.09. Removal of Directors. Any director or directors may be removed from office, either with or without cause, with the approval of stockholders required by Section 2.07 hereof at any special meeting of the stockholders, duly held as provided in these By-Laws, or by their written consent as provided in these By-Laws. At such a meeting or in such consent a successor or successors may be elected by a majority of the votes cast as provided in Section 2.07 hereto.

Section 3.10. Compensation of Directors. Directors shall receive such reasonable compensation for their services as directors, whether in the form of salary or a fixed fee for attendance at meetings, with reimbursement of expenses, if any, as the Board from time to time may determine. Except as otherwise provided in these By-Laws, any Committee Charter or Applicable Law, any director may serve the Corporation in any other capacity and receive compensation for that service.

Section 3.11. Director Re-election. A person shall not be qualified for election or re-election as a director unless he or she tenders, before his or her election or re-election, a written irrevocable letter of resignation and retirement (which shall constitute an irrevocable resignation for purposes of DGCL Section 141(b)), pursuant to which the departing director shall be deemed to have retired for all purposes (including all plans and other benefits) which letter shall be effective as and when, and effective upon, such person failing to be re-elected by the required majority vote at any future meeting of stockholders at which such person is subject to re-election.

Section 3.12. Supermajority Board Approval. Notwithstanding anything in these By-Laws to the contrary, but subject to any provision of the Certificate or Applicable Law, the Board shall not take (or permit any direct or indirect subsidiary of the Corporation to take) any of the following actions (or enter into an agreement to take such actions) after the Restatement Date, and shall not delegate to any officer, employee or agent of the Corporation the authority to take any such actions, without the approval of at least 70% of the directors then in office, including a majority of the Super Independent Directors, at a meeting for which twenty (20) business days prior notice was given to all directors stating the purpose thereof (including the text of any proposed By-Law amendment, if applicable):

(a) Issue or sell (or, solely with respect to any securities directly or indirectly owned or held by the Corporation, transfer to any person or entity other than to the Corporation or one of its subsidiaries), in one (1) or a series of related transactions, more than 250,000 shares of common stock of the Corporation (as adjusted for any combination or subdivision of common stock of the Corporation); provided that for purposes of this sentence the authorization, issuance, transfer or sale of any security of any entity that is convertible into or exercisable or exchangeable for (either immediately or following the passage of time or happening of events) common stock of the Corporation shall be deemed a sale of the number of shares of common stock of the Corporation that may be acquired upon such conversion, exercise or exchange;

(b) Authorize, issue, or sell (or, solely with respect to any securities directly or indirectly owned or held by the Corporation, transfer to any person or entity other than to the Corporation or one of its subsidiaries): (i) shares of any class or series of preferred stock of the Corporation; or (ii) any security of any entity that is convertible into or exercisable or exchangeable for (either immediately or following the passage of time or happening of events) shares of any class or series of preferred stock of the Corporation;

(c) Declare any dividend on the shares of capital stock of the Corporation (other than dividends consisting solely of cash);

(d) Amend, restate, repeal or replace these By-Laws, or amend, restate or adopt new By-Laws, in whole or in part; and

(e) Amend, restate, repeal or replace any charter or organizational document of any Committee or the Corporation's Code of Ethical Conduct for its Directors, Officers, Employees, Consultants and other Representatives.

Notwithstanding anything to the contrary in these By-Laws or any Committee Charter or resolution adopted by the Board prior to adoption of this Section 3.12, but subject to any requirement of the Certificate or Applicable Law, no committee of the Board shall exercise the power and authority of the Board with respect to any action that requires the supermajority approval of the directors in accordance with this Section 3.12. The foregoing provisions of this Section 3.12: (i) shall not change or affect the validity of any agreement between the Corporation and any other party or parties if such agreement was approved by the Corporation prior to September 18, 2018 (provided that this sentence shall not apply to amendments to any such agreement entered into on or after September 18, 2018, unless approved by the Board as provided in this Section); and (ii) shall not apply to any stock compensation plan of the Corporation approved by its stockholders in accordance with Section 2.07 above (or the applicable preceding version of that Section) and any and all awards made thereunder (including, without limitation, awards or agreements representing stock options or restricted stock granted pursuant to the Corporation's 2018 Stock Compensation Plan, 2008 Stock Compensation Plan or other predecessor or successor plan duly adopted by the Corporation's stockholders).

Section 3.13. Director Independence.

(a) A majority of the members of the Board shall be Independent Directors as and when required by the Nasdaq Stock Market Rules. For purposes of this Section 3.13, “Independent Director” shall mean a person who: (1) is not an Executive Officer or employee of the Company (as such terms are defined in the Nasdaq Stock Market Rules); (2) is not a Family Member (as such term is defined in Rule 5605(a)(2) of the Nasdaq Stock Market Rules) of an individual who is, or at any time during the past three (3) years was, employed by the Company as an Executive Officer; and (3) otherwise satisfies the independence criteria set forth in Rule 5605(a)(2) of the Nasdaq Stock Market Rules. The standards of independence applicable to members of the Audit Committee, Compensation Committee and Governance Committee shall be consistent with the independence standards set forth for each such Committee in the applicable Nasdaq Stock Market Rules and rules promulgated under the Securities and Exchange Act of 1934, as amended, subject to any exemptions or cure periods under such rules.

(b) In addition to satisfying the independence requirements of Section 3.13(a), the Board shall include at least three (3) Super Independent Directors. In addition to satisfying the independence requirements of Nasdaq and the Charters of the Audit Committee and Governance Committee, each such Committee shall include at least two (2) Super Independent Directors. “Super Independent Director” shall mean a member of the Board who (1) qualifies as an independent director under applicable laws and regulations, including, but not limited to (A) Delaware law, (B) the independence standards of the Nasdaq Stock Market Rules and (C) the United States Securities and Exchange Commission, (2) is affirmatively determined to be an independent director by the Governance Committee of the Board, (3) excludes Robert G. Brown, William H. Bartels, Spar Administrative Services, Inc. and Spar Business Services, Inc., (collectively, the “Majority Stockholders”) and any of their respective Relatives, Family Members, or Affiliates, and (4) excludes any Person that is or was a present or past employee or advisor of any company with which any of the Majority Stockholders has been involved and any Person that is, or was in the past, related or affiliated in any way to any of the Majority Stockholders, including, without limitation, any Affiliates of Innovative Global Technologies, LLC or SP/R, Inc. Defined Benefit Pension Trust. For purposes of this Section 3.13(b):

i. “Affiliate” means (a) a Person controlled by, controlling or under common control with another Person, and for this purpose, “control” means the power to vote a majority of the voting power of a Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract or otherwise; or (b) with respect to individuals, any family member, whether by blood, marriage or legal guardianship (including without limitation parents, children, aunts, uncles, cousins, nieces, nephews, grandparents or grandchildren of an individual, regardless of whether such individuals share a household with one another).

ii. “Family Member” of a Person shall mean any of the following: (i) any spouse, child, stepchild, parent, stepparent, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the Person, above, wherever residing, (ii) any person residing (other than solely as a tenant or employee) in the same household as the Person and (iii) anyone else deemed to be a “family member” under applicable or relevant law, rule or regulation.

iii. “Person” means and includes an individual, a general or limited partnership, a limited liability company, a joint venture, a corporation (including any non-profit corporation), an estate, a trust, an unincorporated organization, an association, a government or any department or agency thereof or any entity similar to any of the foregoing.

iv. “Relative” means any person who is related by blood, marriage, adoption, convention, law or similar relationship with another Person. A Person’s relatives include (without limitation) his or her spouse, any mother, father, grandmother, grandfather, sister, brother, daughter, son, niece, nephew, or other descendent of the Person or his or her spouse, or any of their respective spouses or descendants, in each case whether related by blood, marriage, adoption, law or otherwise and including (without limitation) “step” relationships (stepfather, stepmother, stepchild and the like) and “in - law relationships (mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and the like).

ARTICLE IV.

COMMITTEES OF THE BOARD

Section 4.01. Standing Committees, Designation of Additional Committees, Etc. The Board shall have standing committees for audit matters (the “Audit Committee”), compensation matters (the “Compensation Committee”) and governance matters (the “Governance Committee”), and from time to time may have such other committees as the Board, in any meeting duly held or action duly taken as provided in these By-Laws, may create (each an “Additional Committee”, and together with the Audit Committee, Compensation Committee and Governance Committee, each a “Committee”).

Section 4.02. Committee Charters, Powers, Etc.

(a) Contemporaneously with the adoption of these By-Laws, the Board has adopted: (i) the Amended and Restated Charter of the Audit Committee of the Board of Directors of SPAR Group, Inc., Dated (as of) May 18, 2004 (as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided therein, the “Audit Committee Charter”); (ii) the Charter of the Compensation Committee of the Board of Directors of SPAR Group, Inc., Dated (as of) May 18, 2004 (as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided therein, the “Compensation Committee Charter”); and (iii) the Charter of the Governance Committee of the Board of Directors of SPAR Group, Inc., Dated (as of) May 18, 2004 (as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided therein, the “Governance Committee Charter”). Subject to Section 4.02(e) of these By-Laws, the Audit Committee, Compensation Committee and Governance Committee shall have the duties, power and authority respectively granted to them in the Audit Committee Charter, Compensation Committee Charter and Governance Committee Charter.

(b) Subject to Section 4.02(e) of these By-Laws, each Additional Committee shall have the duties, power and authority provided in the resolution or action creating such Committee or any charter adopted for such Committee by the Board (such resolution, action or charter, as adopted, and as the same may be supplemented, modified, amended, restated or replaced from time to time in the manner provided herein for these By-Laws, will each be referred to as an “Additional Committee Charter”).

(c) Each Audit Committee Charter, Compensation Committee Charter, Governance Committee Charter and Additional Committee Charter (each a “Committee Charter”), except to the extent specifically provided otherwise therein, shall be governed by and construed and amended in accordance with these By-Laws as if such Committee Charter were part of these By-Laws (except twenty (20) business days prior notice shall not be required to amend a Committee Charter).

(d) In addition, except as otherwise provided by the Certificate, these By-Laws, the applicable Committee Charter or Applicable Law, each Committee in the exercise and performance of its specific duties, power and authority shall have and may exercise any and all duties, power and authority of the Board reasonably incidental thereto and may make rules for the conduct of its own business.

(e) Notwithstanding anything in these By-Laws to the contrary, the Board shall not take any of the following actions without the approval of at least a majority of the directors then in office at a meeting for which notice was given to all directors stating the purpose thereof: form or authorize any Committee, expand the authority of any Committee, remove a director from a Committee, appoint a director to serve as a member or alternate member of any Committee or authorize any Committee of the Board to create a subcommittee of such Committee. For the avoidance of doubt, the preceding sentence is not intended to eliminate any Committee of the Board (or a subcommittee of any Committee of the Board) formed prior to September 18, 2018 and is not intended to eliminate or modify any authority delegated to any such Committee (or subcommittee) pursuant to any resolution adopted by the Board or a Committee of the Board prior to September 18, 2018.

Section 4.03. Appointment and Term. Except as otherwise provided in any applicable Committee Charter, each Committee shall consist of one (1) or more directors, and any advisory Committee also may have one (1) or more non-directors as members. Each member shall serve a term of office of one (1) year, unless otherwise fixed from time to time by the Board, subject to earlier termination and removal as provided in this Section, or until his or her successor shall be duly elected and qualified. Subject to Section 4.02(e) of these By-Laws, the Board, in any meeting duly held or action duly taken as provided in these By-Laws, at any time may: (a) appoint a person to be a member of any Committee; and (b) remove any Committee member, either with or without cause. Any Committee member who ceases to be a member of the Board automatically shall simultaneously cease to be a member of each applicable Committee. Subject to Section 4.02(e) of these By-Laws, the Board may designate one or more directors as alternate members of any Committee, who, in the order specified by the Board, may replace any absent or disqualified member or members at any meeting of the Committee.

Section 4.04. Committee Chairman. The Board, in any meeting duly held or action duly taken as provided in these By-Laws, at any time may: (a) appoint a chairman of any Committee (each a "Committee Chairman") from among the Committee's members who also are directors of the Corporation and who also qualify as Super Independent Directors; and (b) remove any Committee Chairman, either with or without cause, and whether appointed by the Board or the Committee. If the Board has not appointed a Committee Chairman, the members of a Committee may designate its Committee Chairman by majority vote of the full Committee membership so long as such designee qualifies as a Super Independent Director. Any Committee Chairman who ceases to be a member of the Board or Audit Committee automatically shall simultaneously cease to be Chairman of the Audit Committee.

Section 4.05. Meetings, Notices and Records.

(a) Each Committee may provide for the holding of regular meetings and may fix the time and place at which such meetings may be held. Notice of regular or scheduled meetings shall not be required to be given, provided that whenever the time or place of regular or scheduled meeting shall be first fixed or later changed, notice of such action shall be sent to each Committee member who was not present at the meeting at which such action was taken at his residence or usual place of business by: (i) Electronic Delivery not later than one (1) day before the day on which the new or changed meeting is to be held; or (ii) Physical Delivery not later than two (2) days before the day on which the new or changed meeting is to be held.

(b) Special meetings of each Committee shall be held upon call by or at the direction of its chairman, or by or at the direction of any of its members, or the Chief Executive Officer or Chief Financial Officer, at the time and place specified in the respective notices or waivers of notice thereof. Notice of each special meeting of a Committee shall be sent to each member of such Committee, the Chairman, the Chief Executive Officer and the Chief Financial Officer, in each case to such person at his or her residence or usual place of business by: (i) Electronic Delivery not later than one (1) day before the day on which the meeting is to be held; or (ii) Physical Delivery not later than two (2) days before the day on which the meeting is to be held. That notice shall state the place (which may be within or without the State of Delaware), date and time of such meeting, but need not state the purpose(s) for the meeting unless otherwise required by the Certificate, these By-Laws or Applicable Law.

(c) Notice of any meeting of a Committee need not be given to any Committee member who shall attend the meeting in person or who shall waive notice thereof by email, fax, tested telex, cable, telegram or other reliable electronic transmission or other writing. Notice of any adjourned meeting need not be given.

(d) The notice of a meeting may provide, or the Committee may request, that members of the Corporation's senior management or others attend a meeting of the Committee and provide pertinent information as may be necessary or desirable and readily available.

Section 4.06. Quorum, Manner of Participation and Voting.

(a) At each meeting of any Committee the presence of the Required Number of its members then serving in office, but not less than one-third of the entire Committee, shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, a majority of the members present at the time and place of any meeting may adjourn the meeting from time to time and until a quorum shall be present.

(b) Any one (1) or more members and guests of any Committee may participate in a meeting of the Committee by means of a telephone conference or other electronic communication equipment allowing all persons participating in the meeting to hear each other. Participation by such means shall constitute presence in person at a meeting.

(c) Except as otherwise provided by the Certificate or Applicable Law, each member of a Committee shall be entitled to one (1) vote, and the vote of the majority of the members of a Committee present at any meeting at which a quorum is present shall be the act of such Committee.

(d) Each Committee shall maintain minutes or other records of its meetings and activities, which shall be maintained with the minutes of the Board, and shall report the same to the Board as and when requested.

Section 4.07. Action by Written Consent. Any action required or permitted to be taken by any Committee may be taken without a meeting if all members of the Committee consent in writing to the action (whether before or after such action). Written consents by the members of a Committee shall be filed with the minutes of the Board.

Section 4.08. Resignations. Any member of a Committee may resign at any time by giving written notice of such resignation to the Board, the Chairman, the Chief Executive Officer, the Chief Financial Officer and the Secretary (or any Assistant Secretary). Any such resignation shall take effect on the date specified in such notice, or if no effective date is specified, upon receipt and acceptance thereof by such person(s). Resignation from a Committee shall not constitute resignation as a director, but resignation as a director shall be deemed to be a simultaneous resignation from all Committees.

Section 4.09. Removal. Subject to Section 4.02(e) of these By-Laws: (i) the Board, in any meeting duly held or action duly taken as provided in these By-Laws, at any time may remove any member from any Committee, either with or without cause, and may appoint the successor Committee member(s); and (ii) if any vacancy created by such removal is not so filled, it may be filled later at any time by the Board.

Section 4.10. Vacancies. If any vacancy shall occur in any Committee by reason of death, resignation, disqualification, removal or otherwise, the remaining members of such Committee, though less than a quorum, shall continue to act until such vacancy is filled by the Board. Subject to Section 4.02(e) of these By-Laws, the Board may appoint a successor to fill any such vacancy in any meeting duly held or action duly taken as provided in these By-Laws.

Section 4.11. Compensation. Committee members shall receive such reasonable compensation for their services as Committee members, whether in the form of salary or a fixed fee for attendance at meetings, with reimbursement of expenses, if any, as the Board from time to time may determine in its discretion. Nothing contained in these By-Laws, however, shall be construed to preclude any Committee member from serving the Corporation in any other capacity and receiving compensation for that service.

Section 4.12. Subcommittees. No Committee shall form a subcommittee thereof without prior approval by the Board in accordance with Section 4.02(e) of these By-Laws.

ARTICLE V.

OFFICERS

Section 5.01. Positions, Election, Executives, Etc. The Officers of the Corporation shall consist of a Chairman (if designated as an Officer by the Board as an Officer and who shall qualify as a Super Independent Director), a Vice Chairman (if designated as an Officer by the Board as an Officer and who shall qualify as a Super Independent Director), a Chief Executive Officer, a Chief Financial Officer, a President, a Secretary, a Treasurer and a Controller (if designated as an Officer by the Board as an Officer), who shall each be elected or appointed by the Board, and may consist of such other Officers (including, without limitation, one or more Senior Vice Presidents, Executive Vice Presidents, Vice Presidents, Assistant Vice Presidents, Assistant Secretaries, and Assistant Treasurers) as from time to time may be elected or appointed by the Board or appointed by the Executive or other Officer(s) authorized to make such appointments by the Board or these By-Laws (each an “Officer”). Officers of the corporation need not be employees or directors of the Corporation. Any two (2) or more offices may be held by the same person, and any Officer also may serve as a director of the Corporation. However, the Chairman and Vice Chairman each must be a director of the Corporation and each must qualify as a Super Independent Director. The Chairman (if designated as an Executive by the Board), Vice Chairman (if designated as an Executive by the Board), Chief Executive Officer, Chief Financial Officer, President, Secretary, Treasurer, Controller (if designated as an Executive by the Board) and each other person designated as an executive Officer by the Board or appropriate Committee shall be an executive Officer of the Corporation (each an “Executive”). If the Chairman, Vice Chairman or Comptroller is not an Officer or is not an “Executive”, the relevant provisions of this Article (other than those conferring the power or authority of an Officer or an Executive, respectively) shall nevertheless apply to such person as if they were an “Authorized Signatory” (as defined in Section 5.11). Each Executive also is an Officer, and the provisions of these By-Laws applicable to Officers shall apply to them as both Officers and Executives.

Section 5.02. Term of Office, Resignation and Removal. Each Executive or other Officer serves at the discretion of the Board. Any Officer may resign at any time by giving written notice of such resignation to the Board, the Chief Executive Officer, the Secretary or any Assistant Secretary. Any such resignation shall take effect on the date specified in such notice, or if no effective date is specified, receipt thereof by the Board or any such Officer. Each Officer may be removed at any time by the Board, either with or without cause. Any Officer of a class who may be appointed by another Officer (irrespective of whether actually appointed by the Board or another Officer) also may be removed, either with or without cause, by the Chief Executive Officer or by any Officer senior to such Officer.

Section 5.03. Vacancies. A vacancy in an office by reason of death, resignation, removal, disqualification or otherwise shall be filled in the manner prescribed by these By-Laws for regular election or appointment to such office. In the event of the temporary absence of any Officer of the Corporation, the Board or (with respect to more junior Officers) the Chief Executive Officer or the Vice Chairman may confer for the duration of such absence the absent Officer's powers and duties, in whole or in part, on such other person(s) as they may specify.

Section 5.04. General Authority, Etc. Each Executive: (a) shall have the power and authority to sign contracts, deeds, notes and other instruments and documents in the name of the Corporation and on behalf of the Corporation (subject to the limitations imposed by these By-Laws, the Certificate or Applicable Law and any applicable resolutions of or approvals required from the Board); (b) shall have the power to employ and discharge more junior Officers, employees and agents of the Corporation (except those persons who hold their positions through appointment by the Board); (c) may exercise such powers and perform such duties as may be delegated or assigned to him or her from time to time by the Board or any senior Executive or as may be provided by these By-Laws, the Certificate or Applicable Law; and (d) may in good faith delegate his or her powers to other Executives, Officers, employees and agents under the direct or indirect supervision of such Executive. Each other Officer of the Corporation: (i) to the extent authorized by the Board or a more senior Executive, shall have the power to sign contracts, deeds, notes and other instruments and documents in the name and on behalf of the Corporation (subject to the limitations imposed by these By-Laws, the Certificate or Applicable Law and any applicable resolutions of or approvals required from the Board); and (ii) may exercise such powers and perform such duties as may be delegated or assigned to him or her from time to time by the Board or any senior Executive or as may be provided by these By-Laws, the Certificate or Applicable Law. In addition, each Executive or other Officer of the Corporation shall have the authority, relative seniority and duties specifically conferred in the Officer's election or appointment and by these By-Laws, together with the powers and duties reasonably incidental thereto, subject, however, to any limitations contained in such election or appointment, the Certificate, these By-Laws or Applicable Law.

Section 5.05. The Chairman. The Chairman of the Board (the "Chairman") shall be a member of the Board, shall qualify as a Super Independent Director and shall preside at its meetings and at all meetings of stockholders. If there shall be no Chairman, the Chief Executive Officer, or if such office is vacant, the Chief Financial Officer, or if there is no Chief Financial Officer, the most senior President or Vice President shall act as Chairman until a successor is duly elected, with such powers and duties as may have been held by the former Chairman. The Chairman may be an Officer, Executive and/or employee of the Corporation or not, as the Board in its discretion from time to time may determine. Without limiting the foregoing, the Chairman may be an Officer of the Corporation without being an Executive or employee of it.

Section 5.06. The Vice Chairman. The Vice Chairman of the Board (the "Vice Chairman") shall be a member of the Board, shall qualify as a Super Independent Director and in the absence of the Chairman shall preside at its meetings and at all meetings of stockholders. The Vice Chairman may be an Officer, Executive and/or employee of the Corporation or not, as the Board in its discretion from time to time may determine. Without limiting the foregoing, the Vice Chairman may be an Officer of the Corporation without being an Executive or employee of it.

Section 5.07. The Chief Executive Officer. The Chief Executive Officer of the Corporation (the "Chief Executive Officer") shall, subject to the direction and under the supervision of the Board and its applicable Committees, be the chief executive officer of the Corporation and be responsible for the general and active management of the business of the Corporation and supervision and direction over the other junior Officers, employees and agents of the Corporation.

Section 5.08. The Chief Financial Officer. The Chief Financial Officer of the Corporation (the “Chief Financial Officer”) shall, subject to the direction and under the supervision of the Board and its applicable Committees, be the chief financial officer of the Corporation and be responsible for the financial books and records of the Corporation and supervision and direction over the Controller (if any) and other financial (including, without limitation, payroll, benefits and accounting) Officers, employees and agents of the Corporation. The Chief Financial Officer also shall hold the position of Treasurer unless another individual is specifically selected to be the Treasurer. Except to the extent that the Board may delegate any of the following duties or responsibilities exclusively to the Treasurer or Controller, the Chief Financial Officer shall:

- (a) have charge of and supervision over and be responsible for the funds, securities, receipts and disbursements of the Corporation;
- (b) cause the moneys and other valuable effects of the Corporation to be deposited in the name and to the credit of the Corporation in such banks or trust companies or with such bankers or other depositaries as shall be selected in accordance with these By-Laws or to be otherwise handled in such manner as the Board may direct;
- (c) be empowered to endorse all commercial documents requiring endorsements for or on behalf of the Corporation and sign all receipts and vouchers for payments made to the Corporation;
- (d) be empowered to cause the funds of the Corporation to be disbursed by checks or drafts upon the authorized depositaries of the Corporation, and cause to be taken and preserved proper vouchers for all moneys disbursed;
- (e) render to the Board, the Chief Executive Officer or the Vice Chairman, whenever requested, a statement of the financial condition of the Corporation and of all his or her transactions as Treasurer, Chief Financial Officer or Controller (as applicable);
- (f) cause to be kept at the Corporation’s principal office correct books of account of all its business and transactions and such duplicate books of account as he shall determine, and upon request cause such books or duplicates thereof to be exhibited to any director;
- (g) see that the financial reports, statements, certificates and similar documents and records required by Applicable Law (including, without limitation, those required under applicable securities laws) are properly prepared and filed;
- (h) be empowered to require from the Officers or agents of the Corporation reports or statements from time to time giving such information as he may desire with respect to any and all financial transactions of the Corporation;

(i) be empowered to sign (unless the Treasurer, Secretary or an Assistant Secretary or an Assistant Treasurer shall sign) certificates representing stock of the Corporation, the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature); and

(j) in general, exercise the powers and perform all duties incident to the office of Chief Financial Officer.

During the absence or disability of the Chief Financial Officer, the Treasurer (or if such office is vacant, the Controller or Assistant Treasurer, or if there are more than one (1), the one so designated by the Board, the Chief Executive Officer or the Treasurer), may exercise all of the powers and shall perform all of the duties of the Chief Financial Officer.

Section 5.09. The President. The President of the Corporation (the “President”) shall, subject to the direction and under the supervision of the Board and its applicable Committees, may also be the Chief Executive Officer and (except to the extent a separate Chief Operating Officer is designated by the Board) shall be the Chief Operating Officer of the Corporation (the “Chief Operating Officer”) and be responsible for the general and active operation of the business of the Corporation and supervision and direction over the other junior Officers, employees and agents of the Corporation. If an Officer and employee of the Corporation, the Chairman (or if such office is vacant, the Vice Chairman) also shall hold the position of President unless and until another individual is specifically selected to be President.

Section 5.10. Senior, Executive and other Vice Presidents, Etc. The Board, the Chief Executive Officer or the President from time to time may appoint one (1) or more persons to be one (1) or more Chief Officers of a category (*e.g.*, Operating, Information, Legal, Etc.), General Counsel, Senior Vice Presidents, Executive Vice Presidents and other Vice Presidents of the Corporation, and the Chief Financial Officer from time to time may appoint one (1) or more persons to be one (1) or more financial Vice Presidents or Corporate Controllers of the Corporation, with such titles and relative seniority, authority and duties as may be specified (each a “Vice President”). The Board, the Chief Executive Officer, the President or (in the case of financial Officers only) the Chief Financial Officer from time to time may select one (1) or more persons to be Assistant Vice Presidents of the Corporation, or Vice Presidents whose titles include divisional, functional or other designations (such as Vice President-Sales, etc.), with such titles and relative seniority, authority and duties as may be specified (each an “Assistant Vice President”). A Vice President or Assistant Vice President shall not be considered (or deemed or construed to be) an Officer or Executive unless and until the Board or appropriate Committee determines and approves otherwise.

Section 5.11. Authorized Signatories. The Board, the Chief Executive Officer, the President or (in the case of financial signatories only) the Chief Financial Officer from time to time may select one (1) or more persons to be an authorized signatory for the Corporation with such authority and duties as may be specified (each an “Authorized Signatory”). Subject to the limitations imposed by these By-Laws, the Certificate or Applicable Law, any applicable resolutions of or approvals required from the Board or any applicable Committee, and the scope or limits (if any) contained in his or her appointment (the “Appointment”), an Authorized Signatory: (a) shall have the power and authority to sign contracts, deeds, notes and other instruments and documents in the name of the Corporation and on behalf of the Corporation; (b) may exercise such powers and perform such duties as may be delegated or assigned to him or her from time to time by the Board, any Executive or his or her Appointment; (c) may in good faith delegate his or her powers to other persons under the direct or indirect supervision of such Authorized Signatory; and (d) shall have all powers and duties reasonably incidental to the foregoing. An Authorized Signatory shall not be considered (or deemed or construed to be) an Officer or Executive.

Section 5.12. The Secretary. The Secretary of the Corporation (the "Secretary") shall, subject to the direction and under the supervision of the Board, the Chairman and the Vice Chairman, be the secretary of the Corporation and be responsible for the corporate (but not financial) books and records of the Corporation and supervision and direction over those in his or her charge. The Secretary shall:

(a) record all the proceedings of the meetings of the stockholders, the Board and any Committees in a book or books to be kept for that purpose;

(b) cause all notice to be duly given in accordance with the provisions of these By-Laws and as required by Applicable Law;

(c) whenever any Committee shall be appointed in pursuance of a resolution of the Board, furnish the chairman of such Committee with a copy of such resolution;

(d) be custodian of the records and of the seal of the Corporation, cause such seal to be affixed to all certificates representing stock of the Corporation prior to the issuance thereof, and from time to time to cause such seal to be affixed to all such duly authorized instruments, agreements and other documents as may be necessary or desirable;

(e) see that the lists, books, reports, statements, certificates and other documents and records required by Applicable Law are properly kept and filed (other than those for which the Chief Financial Officer is responsible);

(f) have authority over of the stock and transfer books of the Corporation, and at all reasonable times shall cause such stock books (or if maintained by a transfer agent, shall cause the transfer agent to produce such stockholder lists) to such persons as are entitled by statute to have access thereto;

(g) be empowered to sign (unless the Chief Financial Officer, Treasurer or an Assistant Secretary or an Assistant Treasurer shall sign) certificates representing stock of the Corporation, the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature); and

(h) in general, exercise the powers and perform all duties incident to the office of the Secretary and such other duties as are given to the Secretary by these By-Laws or as from time to time may be assigned to the Secretary by the Board or the Chief Executive Officer.

During the absence or disability of the Secretary, the Assistant Secretary, or if there is more than one (1), the one (1) so designated by the Board, the Chief Executive Officer, the Vice Chairman or the Secretary, may exercise all of the powers and shall perform all of the duties of the Secretary.

Section 5.13. Assistant Secretaries. The Board, the Chief Executive Officer or the Secretary from time to time, in writing or by resolution, may select one or more persons to be Assistant Secretaries of the Corporation, with titles and such relative seniority, authority and duties as may be specified (each an "Assistant Secretary"). The Board, the Chief Executive Officer or the Secretary from time to time, in writing or by resolution, may delegate or assign any or all of the powers and duties of the Secretary, and to the extent so delegated or assigned, those Officers (in such capacities) shall carry with them the corresponding powers and duties of the Secretary. An Assistant Secretary shall not be considered (or deemed or construed to be) an Executive unless and until the Board or appropriate Committee determines otherwise.

Section 5.14. The Treasurer. The Treasurer of the Corporation (the "Treasurer") shall, subject to the direction and under the supervision of the Board, the Chairman, the Vice Chairman and the Chief Financial Officer, be the treasurer of the Corporation and be responsible for the supervision and direction over those in his or her charge. Except to the extent that the Board, the Chairman or the Vice Chairman may delegate any of the following duties or responsibilities exclusively to the Chief Financial Officer or Controller, the Treasurer shall:

(a) cause the moneys and other valuable effects of the Corporation to be deposited in the name and to the credit of the Corporation in such banks or trust companies or with such bankers or other depositaries as shall be selected in accordance with these By-Laws or to be otherwise handled in such manner as the Board may direct;

(b) be empowered to endorse all commercial documents requiring endorsements for or on behalf of the Corporation and sign all receipts and vouchers for payments made to the Corporation;

(c) be empowered to cause the funds of the Corporation to be disbursed by checks or drafts upon the authorized depositaries of the Corporation, and cause to be taken and preserved proper vouchers for all moneys disbursed;

(d) render to the Board, the Chairman, the Vice Chairman, the Chief Executive Officer, the President or the Chief Financial Officer, whenever requested, a statement of all his or her transactions as Treasurer;

(e) cause to be kept at the Corporation's principal office correct books of account of all its business and transactions and such duplicate books of account as he shall determine, and upon request cause such books or duplicates thereof to be exhibited to any director;

(f) be empowered to sign (unless the Secretary or an Assistant Secretary or an Assistant Treasurer shall sign) certificates representing stock of the Corporation, the issuance of which shall have been duly authorized (the signature to which may be a facsimile signature); and

(g) in general, exercise the powers and perform all duties incident to the office of Treasurer and such other duties as are given to the Treasurer by these By-Laws or as from time to time may be assigned to the Treasurer by the Board, the Chairman, the Vice Chairman, the Chief Executive Officer, the President or the Chief Financial Officer.

During the absence or disability of the Treasurer, the Chief Financial Officer (or if such office is vacant, the Controller or Assistant Treasurer, or if there are more than one (1), the one so designated by the Board, the Chief Executive Officer or the Treasurer), may exercise all of the powers and shall perform all of the duties of the Treasurer.

Section 5.15. The Controller. The Controller of the Corporation (the "Controller") shall, subject to the direction and under the supervision of the Board, the Chairman, the Vice Chairman and the Chief Financial Officer, be the Controller of the Corporation and be responsible for the supervision and direction over those in his or her charge. The Controller may be an Officer and/or Executive of the Corporation, but only if so determined by the Board in its discretion (which determination shall be presumed to be limited to the then current Controller unless otherwise specified by the Board).

Section 5.16. Assistant Treasurers. The Board, the Chairman, the Vice Chairman, the Chief Executive Officer, the Chief Financial Officer or the Treasurer from time to time may appoint one (1) or more persons to be Assistant Treasurers of the Corporation, with such titles and relative seniority, authority and duties as may be specified (each an "Assistant Treasurer"). The Board, the Chairman, the Vice Chairman, the Chief Executive Officer, the Chief Financial Officer or the Treasurer from time to time may delegate or assign to such persons any or all of the powers and duties of the Chief Financial Officer or Treasurer that may be delegated by them, and to the extent so delegated or assigned, those Officers (in such capacities) shall carry with them the corresponding powers and duties so delegated. An Assistant Treasurer shall not be considered (or deemed or construed to be) an Executive unless and until the Board or appropriate Committee determines otherwise.

Section 5.17. Compensation of Officers. Officers shall receive such reasonable compensation for their services as Officers, whether in the form of a salary or otherwise, as may be determined from time to time by the Board or the Chief Executive Officer, but this power may be delegated by the Board or the Chief Executive Officer to any Officer with respect to any other Officer under the supervision of or otherwise junior to such person.

Section 5.18. Surety Bonds. No Executive, other Officer, employee or agent of the Corporation shall be required to provide to the Corporation any bond other form of credit support from any surety respecting the faithful discharge of his or her duties, including (without limitation) respecting any negligence or the accounting for any property, funds or securities of the Corporation that may come into his or her hands, except in each case as and to the extent the Board or an appropriate Committee may from time to time specifically require such a bond or other credit support.

ARTICLE VI.

INDEMNIFICATION

Section 6.01. Certain Defined Terms.

(a) “DGCL” shall mean the General Corporation Law of the State of Delaware, as the same currently exists and from time to time hereafter may be amended or restated, and any succeeding statute, but in the case of any such amendment or succeeding statute, only to the extent that it permits the Corporation to provide broader indemnification rights than such law permitted the Corporation to provide prior to such amendment.

(b) “Entity” shall mean any association, business trust, company, corporation, employee benefit plan, estate, governmental authority, group (including, without limitation, one under Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), joint venture, limited liability company, partnership, syndicate, trust or other entity or enterprise.

(c) “Expenses” shall mean the reasonable fees, disbursements and expenses of attorneys and other necessary professionals representing the Indemnitee in any Proceeding, provided that such attorneys and professionals are permitted under Section 6.04 hereof and have been approved in advance by the Corporation, which approval shall not be unreasonably withheld or delayed by the Corporation; and provided further that to the extent covered by insurance, the selection of such attorneys and other professionals shall be made in accordance with the applicable policies. Expenses shall not include any amounts attributable to services performed prior to the Corporation’s receipt of the Indemnitee’s written request for such approval unless the Board in its discretion consents otherwise.

(d) “Final Decision” shall mean with respect to a particular issue any: (i) final decision of such issue pursuant to Applicable Law of a court, other governmental official or arbitrator having proper substantive and personal jurisdiction and venue from which there is no further right to appeal; or (ii) final settlement of such issue in a written settlement agreement approved by the Board, as the case may be. A Proceeding may involve more than one (1) issue, and whether the Indemnitee has met the applicable standards of Proper Conduct shall be deemed to be a separate issue from the existence or amount of any Losses or Expenses.

(e) “Indemnitee” shall mean: (i) any person who is or was a director of the Corporation or an Executive, Chairman, Vice Chairman, Vice President, Assistant Vice President or Authorized Signatory of the Corporation or any of its subsidiaries (meaning any Officer so designated in these By-Laws or in such Officer’s appointment); (ii) any person who is serving or served as a director or executive Officer of an affiliate of the Corporation at the request of the Corporation; or (iii) any other Officer or Representative of the Corporation or any subsidiary designated in writing from time to time by the Board or by agreement with the Corporation as being entitled to Indemnification Rights, whether serving in such capacity or serving at the request of the Corporation as a Representative of: (A) any direct or indirect subsidiary or affiliate of the Corporation; or (B) any other Entity.

(f) “Indemnification Rights” shall mean the rights of each Indemnitee to be defended, to be indemnified, reimbursed and held harmless from and against Losses and Expenses, and to receive advances of Expenses, in each case as, to the extent and under the circumstances specifically provided in this Article.

(g) “Losses” shall mean any and all losses, damages, liabilities, payments, settlements, judgments, awards, fines, penalties, fees, charges or costs, in each case to the extent determined in a Final Decision, but excluding any and all Expenses.

(h) “Proceeding” shall mean any action, suit, arbitration, mediation, investigation or other proceeding, whether civil, criminal, administrative or investigative, whether pending, threatened or otherwise.

(i) “Proper Conduct” shall mean any action or conduct of the Indemnitee if all of the following are true with respect thereto: (i) the Indemnitee acted in good faith; (ii) the Indemnitee acted in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Corporation and its subsidiaries and affiliates; (iii) with respect to any criminal Proceeding, the Indemnitee had no reasonable cause to believe such action or conduct was unlawful; and (iv) such action or conduct does otherwise disqualify the Indemnitee from receiving indemnification under the DGCL.

(j) “Reimbursement Agreement” shall mean an unconditional agreement or other undertaking in favor of the Corporation from an Indemnitee to promptly repay the Expense Advances if, when and to the extent determined in a Final Decision that such Indemnitee is not entitled to be indemnified for such Expenses under this Article or otherwise.

(k) “Representative” shall mean any shareholder, partner, equity holder, member, director, Officer, manager, employee, consultant, agent, accountant, advisor or other representative of the referenced person.

Section 6.02. Persons Indemnified. The Indemnification Rights granted under this Article apply to each Indemnitee who was or is made a party or who is threatened to be made a party to or who is otherwise involved in any Proceeding by reason of the Indemnitee’s position with the Corporation or any of its subsidiaries or with any other Entity (including, without limitation, any affiliate of the Corporation) at the request of the Corporation, in each case irrespective of whether the basis of such proceeding is alleged action in any such official capacity, in any other capacity while serving in any such official capacity or otherwise.

Section 6.03. Notice of Proceeding. If any Proceeding is commenced, asserted or overtly threatened against an Indemnitee in respect of which a claim or demand may be sought against the Corporation under this Article, the Indemnitee shall give written notice thereof to the Corporation as promptly as reasonably practicable thereafter; provided, however, that an Indemnitee’s failure to give such notice shall not relieve or otherwise affect the Indemnification Rights of such Indemnitee except to the extent the Corporation’s ability to defend such Proceeding is materially prejudiced thereby (e.g., expiration of time periods to defend, etc.).

Section 6.04. Defense Counsel. The Corporation shall have the right to engage counsel to defend itself, its subsidiaries and affiliates and all applicable Indemnitees in any common Proceeding, and the Corporation shall directly pay the Expenses of such counsel. In such case, each Indemnitee shall enter into a common defense agreement with the Corporation in form and substance reasonably acceptable to all parties. However, an Indemnitee or group of Indemnitees shall have the right to engage separate counsel approved by the Corporation (which approval will not be unreasonably withheld or delayed) in any covered Proceeding if counsel to the Corporation or such Indemnitee(s) advises the Corporation in writing that, in the professional judgment of such counsel: (a) one or more legal defenses or counterclaims may be reasonably available to such Indemnitee(s) and reasonably could be inconsistent with, different from or additional to those available to such other parties; or (b) use of counsel selected by the Corporation could reasonably be expected to give rise to a conflict of interest. Notwithstanding the preceding portions of this Section, if the Losses and Expenses could reasonably be expected to be covered by insurance, counsel shall be selected in accordance with the applicable insurance policies.

Section 6.05. Right to Indemnification, Etc. Except as otherwise provided in this Article, to the fullest extent authorized by DGCL, each Indemnitee shall be indemnified, reimbursed and held harmless by the Corporation from and against any and all Losses and Expenses actually and reasonably incurred or suffered by such Indemnitee in connection with any Proceeding or portion thereof by reason of the Indemnitee's position with the Corporation or any of its subsidiaries or with any other Entity (including, without limitation, any affiliate of the Corporation) at the request of the Corporation, except in each case to the extent determined in a Final Decision to be attributable to any action or conduct of the Indemnitee other than Proper Conduct. However, if such Proceeding or portion thereof has been brought by or in the right of the Corporation (including, without limitation, any derivative suit), such Indemnitee shall not be indemnified, reimbursed or held harmless under this Article in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such Indemnitee is fairly and reasonably entitled to indemnity for such Losses and Expenses as the Delaware Court of Chancery or such other court shall deem proper.

Section 6.06. Right to Advancement of Expenses. The Indemnification Rights of each Indemnitee shall include the right to have the Corporation advance the Expenses actually and reasonably incurred in defending any Proceeding in advance of its final disposition ("Expense Advances"); provided, however, that the Indemnitee shall execute and deliver a Reimbursement Agreement to and with the Corporation if and to the extent the DGCL requires such a Reimbursement Agreement under the circumstances. The Corporation shall not require collateral or other security or the support of any spouse or other surety (whether by co-signature, endorsement or otherwise) for any of the Indemnitee's obligations under any such Reimbursement Agreement.

Section 6.07. Determination of Right to Indemnification. Any indemnification or reimbursement under this Article (unless otherwise ordered in a Final Decision by a court on such issue) shall be made by the Corporation only as authorized respecting a specific Proceeding upon a determination by the Corporation (as provided in this Section) that indemnification and reimbursement of the Indemnitee by the Corporation is proper under the circumstances, including (without limitation) a determination that the Indemnitee has met the applicable standards of Proper Conduct. Such determination by the Corporation shall be made: (i) by the Board through the majority vote of the directors who are or were not parties to such Proceeding, even though less than a quorum; (ii) by a committee of such disinterested directors designated by a majority vote of such disinterested directors, even though less than a quorum; (iii) by independent legal counsel in a written opinion if: (A) there are no such disinterested directors; or (B) such disinterested directors so direct; or (iv) by the stockholders of the Corporation.

Section 6.08. Indemnification on Success. Notwithstanding anything to the contrary in this Article, to the extent that an Indemnitee has been successful (on the merits or otherwise) in any Final Decision in defense of any Proceeding covered by this Article, the Indemnitee shall in any event be indemnified and reimbursed for and against all Losses and Expenses actually and reasonably incurred by such Indemnitee in connection therewith.

Section 6.09. Payment Claims to Recover Losses and Expenses. If and to the extent the Indemnitee owes any unpaid Losses or Expenses for which the Corporation is responsible under this Article, the Indemnitee may request that the Corporation pay such Losses and Expenses directly to the applicable persons. If and to the extent the Indemnitee has directly paid any Losses or Expenses for which the Corporation is responsible under this Article, the Indemnitee may request that the Corporation reimburse the Indemnitee for such payments. The Indemnitee shall request such payments through delivery of a written notice to the Corporation, together with supporting documentation reasonably evidencing the amounts of such Losses, Expenses and payments (each a "Payment Claim"). The Corporation shall promptly comply with any valid Payment Claim or (to the extent applicable) request its insurer to do so.

Section 6.10. Suits Brought by an Indemnitee. Except as provided in Section 6.11 of this Article, the Indemnification Rights of any Indemnitee shall not apply to any Proceeding (or part thereof) initiated by such Indemnitee unless such Proceeding (or part thereof) was approved by the Board in advance. In the case of a compulsory counterclaim required to be initiated by the Indemnitee, the Corporation agrees that such approval will not be unreasonably withheld or delayed but may require some reasonable sharing of Expenses in the event the Indemnitee recovers any Losses pursuant to such counterclaim.

Section 6.11. Suits on Payment Claims, Etc. If a valid Payment Claim by an Indemnitee under of this Article is not paid or satisfied in full by the Corporation within sixty (60) days after such claim has been received by the Corporation, the Indemnitee may at any time thereafter bring suit against the Corporation to enforce the direct payment or recover the unpaid reimbursement of the Payment Claim, as the case may be.

Section 6.12. Indemnification Enforcement Expenses. If an Indemnitee is successful in whole or in part: (a) in any suit by the Indemnitee for a Payment Claim; or (b) in defending a suit brought by the Corporation to recover Expense Advances pursuant to a Reimbursement Agreement, the Indemnitee also shall be entitled to be paid the Indemnitee's court costs and reasonable attorney's fees, disbursements and expenses in prosecuting or defending any such suit, subject to the other provisions of this Article and the DGCL.

Section 6.13. Indemnitee's Proper Conduct. The Indemnification Rights of each Indemnitee are each subject to the Indemnitee's satisfaction of the applicable standards of Proper Conduct. In any suit for any Payment Claim (other than for Expense Advances), the Corporation shall have available to it the defense that the Indemnitee has not met the applicable standards of Proper Conduct. In any suit brought by the Corporation to recover any Expenses Advances pursuant to a Reimbursement Agreement or Applicable Law, the Corporation shall be entitled to recover such Expense Advances upon a Final Decision that the Indemnitee has not met the applicable standards of Proper Conduct. An Indemnitee shall not be presumed in any such suit to have either satisfied or failed to satisfy the applicable standards of Proper Conduct as a result of any determination or non-determination thereof by the Corporation, its Board, Executives or other representatives, any of its stockholders or its independent legal counsel. In any such suit, the burden of proving that the Indemnitee has not met the applicable standards of Proper Conduct shall be on the Corporation.

Section 6.14. Continuation of Rights. The Indemnification Rights of each Indemnitee shall continue in full force and effect with respect to and for the benefit of any person who has ceased to be a director, Officer, employee or agent of or at the direction of the Corporation and shall inure to the benefit of the heirs, executors, administrators and other legal representatives of such person.

Section 6.15. Non-Exclusivity of Rights. The Indemnification Rights of each Indemnitee shall not be exclusive of any other right that any Indemnitee, Representative or other person may have or hereafter acquire under any statute, the Corporation's Certificate of Incorporation, these By-Laws, any employment or other agreement, any vote of stockholders or disinterested directors, or otherwise.

Section 6.16. Insurance. The Corporation shall have the right in its discretion to from time to time purchase, maintain, modify and surrender directors and Officers liability and other insurance, in each case from such insurers, in such amounts, upon such terms and conditions, and subject to such deductions, in order to protect itself or to directly or indirectly protect any director, Officer, employee or agent of the Corporation or another Entity against any expense, liability or loss whatsoever, whether or not the Corporation would have the obligation or power to indemnify such person against such expense, liability or loss under this Article or the DGCL.

Section 6.17. Indemnification of Officers, Employees and Agents of the Corporation. Without in any way limiting its right, power or authority under Applicable Law to grant any indemnity, the Corporation may, to the extent authorized from time to time by the Board in its discretion, grant rights to defense, indemnification, reimbursement and the advancement of expenses by the Corporation to any Officer, employee or agent of the Corporation or other Entity up to the maximum extent permitted for any Indemnitee by this Article, the DGCL and other Applicable Law.

Section 6.18. Savings Clause. If this Article or any provision hereof shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to Applicable Law by a court having proper jurisdiction and venue, then the Corporation shall nevertheless, to the fullest extent permitted by the remaining provisions (if any) of this Article (i.e., those not so determined to be superseded, invalid, illegal or otherwise unenforceable) and (subject to such remaining provisions) the DGCL, indemnify, reimburse and hold harmless each Indemnitee from and against any and all Losses and Expenses actually and reasonably incurred or suffered by such Indemnitee in connection with any Proceeding or portion thereof by reason of the Indemnitee's position with the Corporation or with any other Entity at the request of the Corporation, except in each case to the extent determined in a Final Decision to be attributable to any action or conduct of the Indemnitee other than Proper Conduct.

Section 6.19. Changes in Indemnification Rights. The Indemnification Rights may be changed at any time and from time to time through a change in these By-Laws, all without notice to or the approval of any Indemnitee; provided that except as otherwise required by or reflecting a change in the DGCL, any change eliminating or diminishing any of the Indemnification Rights shall apply prospectively only, and no change shall eliminate or diminish any Indemnification Rights with respect to any Proceeding involving any Indemnitee: (a) threatened or commenced prior to such change; or (b) based on any event or circumstance that occurred prior to such change.

Section 6.20. Contractual and Beneficial Rights. The Indemnification Rights under this Article shall be deemed to be contractual rights for the benefit of, and are expressly intended to benefit, each the Indemnitee, each of whom may enforce any such provisions directly as provided in this Article.

ARTICLE VII.

SHARES

Section 7.01. Certificates. The shares of the Corporation shall be represented by certificates in such form as from time to time may be approved by the Board and signed by the Chairman, Vice Chairman, Chief Executive Officer, the President or any Vice President, and by the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer, and sealed with the seal of the Corporation, which signatures and seal, to the extent permitted by Applicable Law, may be facsimiles. The Board of Directors also may provide by resolution or resolutions that some or any or all classes or series of the Corporation's stock shall be uncertificated shares. However, any such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation, and every holder of stock in the Corporation shall be entitled to have a certificate for shares of stock evidencing such holder's interest in the Corporation notwithstanding the applicability of any such resolution. Except as otherwise provided by law, the rights and obligations of the holders of uncertificated stock and the rights and obligations of the holders of certificates representing stock of the same class and series shall be identical. The certificates shall be numbered consecutively and in the order in which they are issued. Each certificate shall state the registered holder's name, the number and class of shares represented thereby, the date of issue, and the par value of such shares (or that they are without par value if such is the case).

Section 7.02. Use of Pre-Signed Certificates. The Corporation from time to time may issue Certificates that have been previously signed by or imprinted with the facsimile signature of any Officer, transfer agent or registrar of the Corporation. In the event any Certificate(s) shall have been previously signed by or imprinted with the facsimile signature of any Officer, transfer agent or registrar of the Corporation who subsequently ceases to act as such, the Corporation nevertheless may thereafter use and issue such Certificate(s), with the same effect as if the signer were still such Officer, transfer agent or registrar at the date of issuance, until such time as its supply of such previously signed or imprinted Certificate(s) has been exhausted.

Section 7.03. Subscriptions. Subscriptions to shares of the Corporation's stock, if any, shall be paid at such times and in such installments as the Board may determine.

Section 7.04. Transfer of Shares. Subject to applicable law and restrictions or limitations on the transfer, registration or ownership of any shares, the shares of the Corporation shall be assignable and transferable on the books and records of the Corporation only by the registered owner, or by his or her duly authorized attorney, and only upon surrender of the certificate for such shares duly and properly endorsed with proper evidence of authority to transfer and payment of all applicable transfer taxes thereon. The Corporation shall issue a new certificate or evidence of the issuance of uncertificated shares to the stockholder entitled thereto, cancel the old certificate and record the transaction upon the Corporation's books or, in the case of uncertificated shares, upon the receipt of proper transfer instructions of uncertificated shares and the payment of all applicable taxes thereon, such uncertificated shares shall be cancelled, issuance of new equivalent certificated shares or certificated shares shall be made to the stockholder entitled thereto and the transaction shall be recorded on the books of the Corporation; provided that the Board in its discretion may reasonably refuse to issue such new certificate or evidence of the issuance of uncertificated shares without the order of a Court having jurisdiction in such matters or suitable indemnification.

Section 7.05. Returned Certificates. All certificates for shares changed or returned to the Corporation for transfer shall be marked by the Secretary, transfer agent or registrar as "CANCELLED", together with the date of cancellation, and the transaction shall be recorded in the stock transfer books of the Corporation and (if applicable) in the certificate book opposite the memorandum of their issue. The returned certificate may be inserted in the stock books of the Corporation.

Section 7.06. Lost Stock Certificates. Any stockholder claiming that his or her certificate for shares of the Corporation has been lost, stolen, destroyed or mutilated (a "Lost Stock Certificate") may obtain a replacement certificate by: (i) submitting a sworn statement of that fact to the Board (together with any mutilated certificate); and (ii) giving to the Corporation such bond or indemnity as may be required by the Board (in such form, substance and amount and with such sureties as shall be satisfactory to the Board), if any, and taking such other reasonable action as the Board in its sole and absolute discretion may require; and if the stockholder shall have satisfied these conditions, the Board shall approve and the appropriate Officers shall effect the issuance of a replacement certificate in lieu of the Lost Stock Certificate.

Section 7.07. Notice of Uncertificated Shares. Within a reasonable time after the issuance or transfer of uncertificated stock, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to section 151(f), 156, 202(a) or 218(a) of the DGCL, including restrictions or limitations on the transfer, registration or voting of such share.

Section 7.08. Powers, Designations, Preferences. If the Corporation shall be authorized to issue more than one (1) class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock. However, except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the stock certificate a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating or optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights. In the case of uncertificated shares, pursuant to §151(f) of the DGCL, the notice contemplated in this paragraph shall be sent to the registered owner of such shares and shall contain a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

ARTICLE VIII.

RECORD DATES AND DIVIDENDS

Section 8.01. Record Dates. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board from time to time may fix, in advance, a record date, which shall be not less than ten (10) days or more than sixty (60) days before the date of the proposed meeting or other action. Only those stockholders of record on the date so fixed shall be entitled to any of the foregoing rights, notwithstanding the transfer of any such stock on the books of the Corporation after such record date fixed by the Board. If no record date is fixed by the Board:

(a) The record date for determining stockholders entitled to notice of or to vote at a meeting of the stockholders shall be at the close of business on the date next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and

(b) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting. Notwithstanding the foregoing, the record date for determining stockholders entitled to take action by consent in lieu of a meeting shall be determined in accordance with Section 213(b) of the DGCL.

Section 8.02. Dividends. Subject to Section 3.12, the Board at any regular or special meeting may declare dividends payable out of the surplus of the Corporation whenever in the exercise of its discretion they may deem such declaration advisable. Such dividends may be paid in cash, property, or shares of the Corporation.

ARTICLE IX.

MISCELLANEOUS CORPORATE POWERS AND RESTRICTIONS

Section 9.01. Execution of Instruments Generally. Subject to such approval of the Board as may be required under the circumstances (if any), and except as otherwise provided by the Certificate, these By-Laws or Applicable Law, the Chairman, Vice Chairman, Chief Executive Officer, Chief Financial Officer, President, Secretary or Treasurer from time to time may enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation and may authorize and direct any other Officer(s) or agent(s) to do so. Except as otherwise provided by Applicable Law or the Certificate, the Board may authorize any Officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Any such authorization may be general or confined to specific instances and may be exclusive to one or more Officers or other persons.

Section 9.02. Transactions with Interested Parties. No contract or transaction between the Corporation and one (1) or more of its stockholders, directors, Officers or employees, or between the Corporation and any other corporation, partnership, association or other entity in which one (1) or more of the Corporation's stockholders, directors, Officers or employees are stockholders, directors, Officers or employees or otherwise have a financial interest, shall be void or voidable solely for this reason, or solely because the stockholder, director, Officer or employee is present at or participates in the meeting of the Board or a Committee thereof authorizing the contract or transaction, or solely because his or their votes are counted for such purpose, if:

(a) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board or such Committee, and the Board or such Committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum;

(b) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders;

(c) the contract or transaction is fair to the Corporation as of the time it is authorized, approved or ratified by the Board, a Committee thereof or the stockholders; or

(d) the contract or transaction is otherwise permissible under Applicable Law.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a Committee thereof authorizing the contract or transaction.

Section 9.03. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to its credit in such banks, trust companies or other financial institutions or depositaries as the Board, Chairman, Vice Chairman, Chief Executive Officer, President or Chief Financial Officer may select, or as may be selected by any Officer or Officers or agent or agents authorized so to do by the Board, Chairman, Vice Chairman, Chief Executive Officer, President or Chief Financial Officer. Endorsements for deposit to the credit of the Corporation in any of its duly authorized depositaries shall be made in such manner as the Board, Chairman, Vice Chairman, Chief Executive Officer, President or Chief Financial Officer from time to time may determine.

Section 9.04. Checks, Notes, Etc. All checks, drafts or other orders for the payment of money and all notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer(s), employee(s) or agent(s) of the Corporation, and in such manner, as from time to time shall be determined by the Board, the Chairman, the Chief Executive Officer, the Vice Chairman or the Chief Financial Officer.

Section 9.05. Proxies. Proxies to vote the shares of stock of other corporations owned of record or beneficially by the Corporation may be executed and delivered from time to time on behalf of the Corporation by any Executive or by any other person or persons thereunto authorized by the Board or any Executive. Any Executive may instruct any subordinate person or persons so appointed as to the manner of exercising such powers and rights, and may execute or cause to be executed in the name and on behalf of the Corporation and under its Corporate Seal or otherwise, all such written proxies, powers of attorney or other written instruments as he may deem necessary in order that the Corporation may exercise such powers and rights.

Section 9.06. Fiscal Year. The fiscal year of the Corporation shall be the twelve (12) month period ending December 31st of each year or such other period as shall be determined by the Board.

Section 9.07. Corporate Seal. The corporate seal shall be circular in form and shall bear the name of the Corporation and words and figures denoting its organization under the laws of the State of Delaware and the year thereof and otherwise shall be in such form as shall be approved from time to time by the Board.

ARTICLE X.

AMENDMENTS AND INTERPRETATION

Section 10.01. Amendments. These By-Laws may be amended, restated, replaced or repealed, and amended, restated or new By-Laws may be adopted, in whole or in part: (a) by the affirmative vote of at least 75% of the stockholders of the Corporation entitled to vote; or (b) by the affirmative action of the Board in accordance with Section 3.12(d) of these By-Laws. Any provision adopted by such stockholders or Board may be amended or repealed from time to time by the Board or stockholders, respectively.

Section 10.02. Notices, Electronic Messages, Copies, Etc. Any notice, proxy, request, demand or other document or communication required or permitted under these By-Laws may be sent by: (a) cable, email (including any attachment thereto), fax, internet, network posting, S.W.I.F.T. wire telex, tested telex, or other electronic transmission (each an "Electronic Delivery"), provided that an Electronic Delivery can only be used for a notice to a stockholder (in his or her capacity as stockholder) to the extent permitted by the DGCL (which among other things currently requires that such stockholder has consented to the specific contemplated form of Electronic Delivery in accordance with the DGCL); or (b) U.S. Mail, national overnight courier, messenger or other means of physical delivery ("Physical Delivery"). A copy (including, without limitation, the printout of any item retained in reproducible form in any computer or other technological storage) of any document or communication may be substituted for the original for any purpose for which the original document or communication could be used if on its face it appears to be a reasonably complete reproduction of the entire original document or communication.

Section 10.03. Number and Gender. Each definition in these By-Laws of a singular capitalized term or other word or phrase also shall apply to the plural form of such term, word or phrase, and vice versa, and all references in these By-Laws to the neuter gender shall be deemed to include reference to the feminine or masculine gender, and vice versa, and to a singular pronoun shall be deemed to include a reference to the plural variation thereof, and vice versa, in each case as the context may permit or require.

Section 10.04. Section and Other Headings. The table of contents (if any), section and other headings contained in these By-Laws are for reference purposes only and shall not affect the meaning or interpretation of these By-Laws.

Section 10.05. Severability. In case any one or more of the provisions contained in these By-Laws shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to Applicable Law by a court or other governmental authority having jurisdiction and venue, that determination shall not impair or otherwise affect the validity, legality or enforceability: (a) by or before that authority of the remaining terms and provisions of these By-Laws, which shall be enforced as if the unenforceable term or provision were deleted; or (b) by or before any other court or governmental authority of any of the terms and provisions of these By-Laws.

Section 10.06. Conflicting Provisions of the Certificate of Incorporation and Applicable Law. The terms and provisions of these By-Laws are each subject to the relevant terms and provisions of the Certificate and Applicable Law, and in the event that any term or provision of these By-Laws conflicts or is inconsistent with any term or provision of the Certificate or Applicable Law, the term or provision of the Certificate or Applicable Law shall control and be given effect.

Section 10.07. Applicable Law. These By-Laws shall be governed by and construed in accordance with: (a) the DGCL and any other applicable law of the State of Delaware or the United States of America, including (without limitation): (i) any state or other governmental law, statute, ordinance, rule, regulation, requirement or restriction applicable to these By-Laws or the Corporation's governance; (ii) any judicial, administrative or other governmental order, injunction, writ, judgment, decree, ruling, finding or other directive applicable to these By-Laws or binding upon the Corporation's governance; and (iii) common law or other legal precedent applicable to these By-Laws or binding upon the Corporation's governance; and (b) any charter, rule, regulation or other organizational or governance document of any national securities exchange or market in which the shares of the Corporation are traded or other self-regulatory or governing body or organization applicable to the Corporation; in each case as the same may be adopted, supplemented, modified, amended, restated or replaced from time to time or any corresponding or succeeding provisions thereof (all of the foregoing in this Section will be referred to collectively as "Applicable Law").

Section 10.08. Non-Exclusive Provisions. It is intended that the rights, powers, privileges and duties (if any) of the Corporation or the stockholders, directors or Officers of the Corporation set forth in the Certificate or these By-Laws are in addition to and shall not limit (except as otherwise expressly provided in the Certificate or these By-Laws) any other applicable right, power, privilege or duty (if any) under the Certificate, these By-Laws, any Committee Charter or Applicable Law.

Section 10.09. Forum Selection. Unless the Corporation (exclusively by the affirmative vote of 75% of the directors then in office) consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, all Internal Corporate Claims shall be brought solely and exclusively in the Court of Chancery of the State of Delaware (or, if such court does not have jurisdiction, the Superior Court of the State of Delaware, or, if such other court does not have jurisdiction, the United States District Court for the District of Delaware). “Internal Corporate Claims” means claims, including claims in the right of the Corporation: (i) that are based upon a violation of a duty by a current or former director or officer or stockholder in such capacity; or (ii) as to which the DGCL confers jurisdiction upon the Court of Chancery of the State of Delaware. For the avoidance of doubt, this paragraph is subject to applicable personal jurisdiction requirements, and this paragraph does not confer upon any Delaware court personal jurisdiction over any person.

CHANGE OF CONTROL, VOTING AND RESTRICTED STOCK AGREEMENT

This CHANGE OF CONTROL, VOTING AND RESTRICTED STOCK AGREEMENT (the “**Agreement**”) is signed as of January 28, 2022 (the “**Signing Date**”), by and among SPAR Group, Inc., a Delaware corporation, and the subsidiaries of SPAR Group, Inc. (collectively the “**Company**”), Robert G. Brown, an individual (“**Brown**”), William H. Bartels, an individual (“**Bartels**”), Spar Administrative Services, Inc., a Nevada corporation (“**SAS**”), and Spar Business Services, Inc., a Nevada corporation (“**SBS**,” and collectively with Brown, Bartels and SAS, the “**Majority Stockholders**” or individually, a “**Majority Stockholder**”). Capitalized words and phrases used and not otherwise defined elsewhere in this Agreement shall have the meanings set forth in **Section 37**.

RECITALS

WHEREAS, the Board of Directors of the Company (the “**Board**”) and the Majority Stockholders believe that entering into this Agreement and abiding by the terms and conditions of this Agreement are, and will continue to be, in the best interests of the Company and all of its stockholders, including, specifically, but not exclusively, (i) the resolution of current and potential future actions, claims and demands between the Majority Stockholders and the Company, (ii) the establishing of an independent board of directors that will provide for independent governance and oversight of the Company and (iii) enabling the Company’s management to focus on the Company’s operational and financial growth and improvement and driving stockholder value creation;

WHEREAS, as an express condition to the entry into and delivery of this Agreement by the Company, on the Signing Date, the Board approved, and filed with the Securities and Exchange Commission, amendments to the Amended and Restated By-Laws of the Company (the “**By-Laws**”) in the form attached hereto as **Exhibit D**;

WHEREAS, Brown represents and warrants as set forth in **Exhibit A** that as of the Signing Date, Brown beneficially owns or controls only 1,553,925 shares of Common Stock (including in a Roth IRA and an IRA), and is the manager of Innovative Global Technologies (“**IGT**”) which owns 3,000,000 shares of Common Stock (the “**Brown Shares**”), provided, however, that Brown specifically represents and warrants that the Brown Shares and **Exhibit A** do not include any shares of Common Stock held in the SP/R Defined Benefit Trust beneficially owned by Brown or shares of Common Stock held by Persons other than Brown;

WHEREAS, Bartels represents and warrants as set forth in **Exhibit A** that as of the Signing Date, Bartels beneficially owns or controls only 4,700,153 shares of Common Stock (the “**Bartels Shares**”), including through various retirement accounts (the “**Retirement Shares**,” together with the Brown Shares and the Bartels Shares, the “**Initial Shares**”);

WHEREAS, subject to the terms and conditions hereof, the Company is granting 2,000,000 shares, in the aggregate, of convertible preferred non-voting stock, \$0.01, par value per share to the Majority Stockholders, as set forth on **Exhibit A** hereto (such shares, the “**Convertible Shares**”, and together with the Initial Shares, any shares of Common Stock issued upon the vesting of the Convertible Shares and any additional shares of Common Stock acquired by any Majority Stockholder after the Signing Date of this Agreement and during the Term, the “**Shares**”) in exchange for the further consideration set forth herein;

WHEREAS, subject to the terms and conditions hereof, concurrently and with the Signing Date of this Agreement, the Company will make a \$250,000 cash payment (the “**Payment**”) to Brown as set forth on **Exhibit A** hereto, in exchange for the further consideration set forth herein;

WHEREAS, concurrently and with the Signing Date of this Agreement, the Company is assuming certain financial claims and releasing certain claims related to matters with the Majority Stockholders and Affinity Insurance Company, Ltd. (“**Affinity**”), as set forth in further detail herein;

WHEREAS, concurrently and with the Signing Date of this Agreement, the Majority Stockholders are releasing any and all claims that any of the Majority Stockholders may have against the Company;

WHEREAS, concurrently and with the Signing Date of this Agreement, the Company is releasing any and all claims that the Company may have against the Majority Stockholders; and

WHEREAS, the Majority Stockholders desire to be subject to certain voting restrictions to be enforced during the term of this Agreement, and such restrictions pursuant to this Agreement are given to facilitate the independent governance, management and operation of the Company and the exercise of voting rights relating to the Shares and are in the best interests of the Company and the Majority Stockholders.

AGREEMENT

NOW THEREFORE, in order to implement the foregoing and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Issuance of Shares and Payment.

(a) *Issuance of Convertible Shares.* Subject to the terms and conditions of this Agreement, as of the Signing Date, the Company hereby grants the Convertible Shares (subject to the vesting requirements set forth in **Section 2**) to the Majority Stockholders in the respective amounts set forth on **Exhibit A** hereto. The Company shall issue and deliver to the Majority Stockholders, on the Signing Date and contemporaneously with the execution of this Agreement, fully executed certificate(s) evidencing the grant of the Convertible Shares in the form of **Exhibit A-1** hereto to each of the Majority Stockholders in the respective amounts as set forth on **Exhibit A** hereto.

(b) *Issuance of Payment.* Subject to the terms and conditions of this Agreement, upon the Signing Date of this Agreement, the Company shall make the Payment to Brown in the amount set forth on **Exhibit A** hereto.

(c) *Assumption and Release of Affinity Claims.* Upon the Signing Date of this Agreement, subject to the terms and conditions of this Agreement, the Company hereby assumes financial responsibility for, and will pay directly to Affinity, the approximately \$440,880 and interest of \$32,898 plus all additional interest accrued until paid in full for Affinity claim for the 2014-2015 plan year.

For the avoidance of doubt, the Company shall not assume any obligation or liability for any other known or unknown Affinity claim or amount.

(d) *Assumption of Certain Claims.* Upon the Signing Date of this Agreement, subject to the terms and conditions of this Agreement, the Majority Stockholders confirm as their sole responsibility, and assume financial responsibility for, the claims set forth on Section II of **Exhibit B** hereto (the “**Third Party Claims**”) as between the Company and any of its Affiliates (excluding, for this purpose, the Majority Stockholders) and the Majority Stockholders; *provided, however*, that nothing in this Agreement shall prevent the Majority Stockholders from contesting any such amounts with respect to any third parties claiming amounts due pursuant to such Third Party Claims and/or asserting claims, actions or defenses against other Persons or joining such other Persons in such Third Party Claims regarding the joint or several liability of such other Persons regarding such Third Party Claims, excluding in all cases, the Company and its Affiliates.

2. Vesting of Convertible Shares.

(a) *Vesting Schedule.* Subject to each Majority Stockholder’s compliance with all of the terms and conditions of this Agreement, the Convertible Shares shall vest, among the Majority Stockholders, on a pro rata basis, as follows:

(i) If the Board is comprised of a total of seven members, at least three of whom are Independent Directors (the “**Board Composition Requirement**”) as of the Signing Date, then: (A) 700,000 Convertible Shares shall vest on the Signing Date; (B) 500,000 Convertible Shares shall vest on May 30, 2022; (C) 400,000 Convertible Shares shall vest on November 10, 2022; and (D) 400,000 Convertible Shares shall vest on November 10, 2023.

(ii) If the Board Composition Requirement is not satisfied as of the Signing Date, then: (A) 350,000 Convertible Shares shall vest on the Signing Date; (B) 350,000 Convertible Shares shall vest immediately on the day the Board Composition Requirement is satisfied; (C) 700,000 Convertible Shares shall vest on May 30, 2022; (D) 300,000 Convertible Shares shall vest on November 10, 2022; and (E) 300,000 Convertible Shares shall vest on November 10, 2023.

(iii) In the event that the total beneficial ownership of the Common Stock by (A) the Majority Stockholders, (B) any Family Members of any Majority Stockholders and (C) the Affiliates of any of the Persons listed in clauses (A) and (B) of this **Section 2(a)(iii)** equals less than 20% of the total outstanding number of shares of the Common Stock for a period of at least 6 months, then on the day immediately following the last day of such six month period all unvested Convertible Shares shall fully vest.

(b) *Change of Control.* Notwithstanding **Section 2(a)** and subject to the Majority Stockholders' compliance with the terms and conditions of this Agreement, in the event of a Change of Control, any and all unvested Convertible Shares shall vest in full. For the avoidance of doubt, this Agreement, and all of its terms and conditions, shall remain in place following any Change of Control.

(c) *Automatic Conversion to Common Stock.* Upon vesting, the Convertible Shares shall automatically (with no further action required on the part of the Majority Stockholders, the Company or the Board) be converted into such number of shares of Common Stock identical to the product obtained by multiplying the number of shares of convertible preferred non-voting stock represented by the Convertible Shares by 1.5 (as may be adjusted pursuant to Section 18, the "**Conversion Ratio**").

(d) *No Voting Rights.* The Convertible Shares shall not have any rights or powers to vote. Upon vesting, each share of Common Stock that is issued to any Majority Stockholder pursuant to the Convertible Shares, will be subject to the terms and conditions of this Agreement, including **Section 7** hereof.

(f) *No Dividends.* No dividends may be paid by the Company to any holder of the Convertible Shares on account of such Convertible Shares.

(g) *Authorized Common Stock.* At all times during the Term of this Agreement, the Board shall cause the Company to have that number of shares of authorized but unissued Common Stock necessary for all of the Convertible Shares to fully convert to Common Stock in accordance with the terms of this Agreement.

3. **Investor Representations.** Each Majority Stockholder hereby makes the investment representations listed on **Exhibit C** to the Company as of the Signing Date, and agrees that such representations are incorporated into this Agreement by this reference, such that the Company may rely on them in issuing the Convertible Shares.

4. **Tax Consequences. The Company will not be responsible for filing an election, if any, pursuant to Section 83(b) of the Internal Revenue Code.** Each Majority Stockholder has reviewed with its own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. Each Majority Stockholder is relying solely on its own tax advisors and is not relying on the Company or any of its agents, including any statements or representations of the Company or any of its agents and understands and acknowledges that the relevant tax authorities may challenge, possibly successfully, the intended tax treatment. Each Majority Stockholder understands and agrees that each Majority Stockholder (and not the Company) shall be responsible for any tax liability to the Majority Stockholders. The Company shall be liable for any tax imposed on the Company attributable to the transactions contemplated by this Agreement. All payments (in cash or in-kind) payable to the Majority Stockholders shall be subject to withholding to the extent required by applicable law, and any amounts payable hereunder shall be subject to offset to the extent of any withholding obligations. The Company shall cooperate with the Majority Stockholders using commercially reasonable efforts to mitigate any such required withholding. The value, for tax purposes, of the Convertible Shares when vested hereunder shall be \$1.60 per share.

5. **Reserved.**

6. **Reserved.**

7. **Majority Stockholder and Stockholder Meetings and Written Consent Actions.** Except as otherwise provided by **Section 9**, at all meetings of the stockholders of the Company, the Majority Stockholders agree to (a) take all actions as are reasonably necessary to cause all of the Shares to be counted as present for purposes of establishing a quorum at any such meeting and (b) abstain from voting any Shares on any Covered Matter.

8. **Majority Stockholder Expenses.** The Majority Stockholders shall bear all of their expenses incurred in connection with the negotiation and execution of, and compliance with, this Agreement; provided, however, that the Company will reimburse up to \$35,000 of legal and financial advisor expenses incurred after January 1, 2021 by the Majority Stockholders in connection with the negotiation and execution of this Agreement upon (a) the execution of this Agreement by all parties hereto and (b) the submission of itemized and detailed invoices to the Company for any such legal expenses.

9. **Covered Matters.** This Agreement shall remain in effect during the period commencing on the Signing Date and continuing up and until the earlier of: (1) the date that is the fifth anniversary of the Signing Date and (2) the earlier termination of this Agreement in accordance with its terms (the "**Termination Date**") (the period of this Agreement commencing with the Signing Date and ending on the Termination Date is hereinafter referred as the "**Term**"). During the Term, no Majority Stockholder or any of their respective Affiliates shall have any rights or powers to vote any shares of Common Stock, or to give consents with respect to, grant proxies or take corporate action with regard to any shares of Common Stock, directly or indirectly, alone or in conjunction with other stockholders of the Company, to effectuate any of the following actions:

(a) act or attempt to act by written consent action;

(b) submit or attempt to submit any stockholder proposals in advance of any annual or special stockholders meeting of the Company;

(c) call or attempt to call any special meetings of the Company's stockholders;

(d) continue or commence or attempt to continue or commence any legal claims against the Company, including without limitation the matters set forth on **Exhibit B** attached hereto, except that nothing in this **Section 9(d)** shall prohibit the Majority Stockholders from asserting any claims or taking any action arising out of, resulting from or relating to a breach or default of this Agreement;

(e) change or attempt to change the size of the Board;

(f) appoint or remove or attempt to appoint or remove any director or officer of Company, except as expressly permitted in **Section 10**;

(g) amend or attempt to amend the Company's Certificate of Incorporation or Amended and Restated By-Laws; and

(h) enter or attempt to enter into any agreement, arrangement or understanding (written or otherwise) with any other Person in an effort to take any action in furtherance of the foregoing.

Notwithstanding the foregoing, if any of the matters listed in **Section 9(a)–(h)** above (each a "**Covered Matter**" and collectively, the "**Covered Matters**") are the subject of a vote at a meeting of the Company's stockholders called by the Board, the Majority Stockholders will have the full right to vote any Shares at each stockholder meeting on all proposals, including Covered Matters, and other matters that are put to a stockholder vote as such Majority Stockholder shall determine, in such Majority Stockholder's sole and absolute discretion; *provided, however*, that if any stockholder proposals are brought before such meeting with respect to any matters covered by **Section 9(g)** (the "**Prohibited Matters**"), then the Majority Stockholders may vote on those stockholder proposals only if such voting is either (i) against any amendments or revisions to the Company's Certificate of Incorporation or Amended and Restated By-Laws or (ii) authorized, in advance, by all of the Independent Directors and the chief executive officer of the Company.

10. **Director Matters.**

(a) During those periods during the Term when the Board has at least seven members, Brown shall have the right to (i) nominate for election to the Board two directors (which may include Brown, provided that, none of whom may seek, or accept an appointment, to act as Chairman of the Board, Vice Chairman of the Board or Chairman of any of the committees of the Board for the Term of the Agreement) and (ii) replace either of the two directors with another director for any reason or no reason at any time by providing notice to the Board, and the Board, including the Independent Directors, and the Company shall take all actions as are reasonably necessary to elect such directors to the Board. During those periods during the Term when the Board has not less than four nor more than six members, Brown shall have the right to (i) nominate for election to the Board one director (which may include Brown, provided that, such director may not seek, or accept an appointment, to act as Chairman of the Board, Vice Chairman of the Board or Chairman of any of the committees of the Board for the Term of the Agreement) and (ii) replace the director with another director for any reason or no reason at any time by providing notice to the Board, and the Board, including the Independent Directors, and the Company shall take all actions as are reasonably necessary to elect such director to the Board. Notwithstanding the foregoing, if the Board, any committee of the Board, the Company or any member of the Board, individually or collectively, takes any action that results in any such director nominated by Brown being in breach of the terms of the proviso set forth in subsection (i) of the first sentence of this **Section 10(a)** or the terms of the proviso set forth in subsection (i) of the second sentence of this **Section 10(a)**, such action shall not constitute a Breach of this Agreement by any Majority Stockholder or any other Person.

(b) During those periods during the Term when the Board has four or more members, Bartels shall have the right to (i) nominate for election to the Board one director (which may include Bartels, provided that, none of whom may seek, or accept an appointment, to act as Chairman of the Board, Vice Chairman of the Board or Chairman of any of the committees of the Board for the Term of the Agreement) and (ii) replace the director with another director for any reason or no reason at any time by providing notice to the Board, and the Board, including the Independent Directors, and the Company shall take all actions as are reasonably necessary to elect such director to the Board. During those periods during the Term when the Board has less than four members, Bartels shall have the right to (i) nominate for election to the Board one director (which may include Brown or Bartels, provided that, such director may not seek, or accept an appointment, to act as Chairman of the Board, Vice Chairman of the Board or Chairman of any of the committees of the Board for the Term of the Agreement) and (ii) replace the director with another director for any reason or no reason at any time by providing notice to the Board, and the Board, including the Independent Directors, and the Company shall take all actions as are reasonably necessary to elect such director to the Board. Notwithstanding the foregoing, if the Board, any committee of the Board, the Company or any member of the Board, individually or collectively, takes any action that results in any such director nominated by Bartels being in breach of the terms of the proviso set forth in subsection (i) of the first sentence of this **Section 10(b)** or the terms of the proviso set forth in subsection (i) of the second sentence of this **Section 10(b)**, such action shall not constitute a Breach of this Agreement by any Majority Stockholder or any other Person.

(c) Should either Brown and/or Bartels become deceased or disabled during the Term, the duly authorized representative of Brown or Bartels, as may be applicable, shall have the power and authority to act in the place of Brown or Bartels, as applicable, regarding the actions to be taken under this **Section 10** hereof.

11. **Restrictive Covenants.** During the Term, each Majority Stockholder and any Affiliates shall not, and each Majority Stockholder shall cause each of its Affiliates not to, at any time while he, she or it is a holder of Common Stock, directly or indirectly, alone or in conjunction with other stockholders of the Company, take any actions in contravention of the Majority Stockholders' obligations regarding the Covered Matters, or any other term or condition of this Agreement, set forth in this Agreement; provided, however, that the parties acknowledge and agree that with regard to the voting of the Retirement Shares regarding any Prohibited Matter, Bartels will not be in Breach of this covenant as long as Bartels has used his reasonable efforts to notify and direct the legal owner of the Retirement Shares to vote on a Prohibited Matter in accordance with **Section 9** regardless of how the legal owner of the Retirement Shares actually votes such shares.

12. Breach and Default.

(a) *Majority Stockholder Breach.* If, during the Term of this Agreement, any of the Majority Stockholders materially breaches or fails to perform or comply with its obligations regarding a Covered Matter or any other material obligation on the part of such Majority Stockholder set forth in this Agreement (a “**Breach**”), then the Company shall give the Majority Stockholders written notice of such potential Breach within 60 days of the date of the occurrence of the event that constitutes such potential Breach (the “**Breach Notice**”) specifying, in reasonable detail, the facts and events that constitute the basis of the potential Breach by the Majority Stockholder and the date(s) such acts or omissions occurred. Such Majority Stockholder shall have fifteen business (15) days after the receipt of such Breach Notice to cure the potential Breach; provided, however, that if any such potential Breach cannot reasonably be cured within such fifteen business (15) day period, then the Majority Stockholder shall have an additional fifteen business (15) days to cure such potential Breach and no Breach shall be deemed to exist hereunder so long as the Majority Stockholder commences such cure within the initial fifteen (15) business day period and diligently and in good faith pursues such cure to completion within thirty (30) business days from receipt of the Breach Notice (the “**Cure Period**”), then the provisions of *Section 12(a)* shall not apply to any potential Breach which is cured within the Cure Period. In the event the potential Breach has not been cured on or before the end of the Cure Period, then:

(i) all unvested Convertible Shares shall be forfeited to the Company by the breaching Majority Stockholder; and

(ii) the Majority Stockholder in Breach beyond the applicable Cure Period shall, at the option of such Majority Stockholder in such Majority Stockholder’s absolute discretion, either: (A) promptly pay to the Company, in cash, the equivalent value of the number of shares of Common Stock issued pursuant to the vested Convertible Shares received under this Agreement multiplied by the market price of said shares on the day of vesting; or (B) return to the Company the shares of Common Stock issued pursuant to the vested Convertible Shares received under this Agreement; *provided, however,* that, if Brown is in Breach beyond the Cure Period, Brown shall also, at the option of Brown in Brown’s absolute discretion, either: (i) promptly return shares of the Company with a total market price value of \$250,000; or (ii) promptly pay to the Company \$250,000 in cash (collectively, the “**Liquidated Damages**”);

Notwithstanding the above or any other provision of this Agreement, in the event that the Majority Stockholders breach **Section 9** hereof by voting on a Prohibited Matter without obtaining the prior approval required by subsection (ii) of the last paragraph of **Section 9** (the “**Prohibited Matter Breach**”), then the Company shall give the Majority Stockholders written notice of such potential Breach within fifteen (15) business days of the date of the occurrence of the event that constitutes such potential Breach (the “**Prohibited Matters Breach Notice**”) specifying, in reasonable detail, the facts and events that constitute the basis of the potential Breach by the Majority Stockholder and the date(s) such acts or omissions occurred. Such Majority Stockholder shall have the same rights, including the Cure Period regarding the Prohibited Matter Breach as provided with regard to a Breach in **Section 12(a)**, and the provisions of **Section 12(a)** shall not apply to any potential Prohibited Matter Breach which is cured on or before the Cure Period. In the event the potential Prohibited Matter Breach has not been cured on or before the end of the Cure Period all unvested Convertible Shares shall immediately be forfeited to the Company by the breaching Majority Stockholder and the breaching Majority Stockholder shall promptly pay the Liquidated Damages to the Company (the “**Prohibited Matter Remedy**”).

The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that the harm caused by a Breach by any Majority Stockholder would be impossible or very difficult to accurately estimate as of the Signing Date, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a breach.

(b) *Company Breach.* If, during the Term of this Agreement, the Company breaches the terms of this Agreement or otherwise fails to comply with its obligations set forth in this Agreement, then in the case of any breach by the Company which is (x) capable of being cured by the Company without prejudice to the rights of any Majority Stockholder, and (y) cured within 30 business days of the delivery of notice of breach by any Majority Stockholder to the Company, then any such breach shall be deemed to have not been a breach of this Agreement. In the event any breach of this Agreement by the Company is not cured or not cured within the time period provided in the immediately preceding sentence, if applicable, then: (i) all unvested Convertible Shares shall immediately vest and shall automatically (with no further action required on the part of the Majority Stockholders, the Company or the Board) be converted into such number of shares of Common Stock identical to the product obtained by multiplying the number of shares of convertible preferred non-voting stock by 1.5; (ii) the Company shall remain obligated to and liable for making the payments and satisfying the obligations set forth in **Section 1** hereof; and (iii) the Shares shall no longer be subject to the terms of this Agreement including, without limitation, the obligations with regard to the Covered Matters and Prohibited Matters, the other obligations to vote or refrain from voting the Shares, and all restrictions on transfer of the Shares.

13. **Transfer of Shares and Termination.**

(a) *General.* This Agreement shall have no further force and effect (i) upon termination of this Agreement pursuant to its terms or (ii) with respect to each of the Majority Stockholders or any of their Affiliates, Family Members or Relatives when such Person no longer beneficially owns any Shares or other voting securities of the Company which are subject to this Agreement.

(b) *Acquisition and Transfer of Shares.* Subject to the terms and conditions of this Agreement, each Majority Stockholder shall have the power to Transfer the Shares. If a Majority Stockholder sells any Shares: (i) to a Person which Person is not a Majority Stockholder; (ii) to a Person which Person is not an Affiliate, Family Member or Relative of a Majority Stockholder, (including any trusts or other entities, controlled by, or created for the benefit of, such Affiliate, Family Member or Relative of a Majority Stockholder); or (iii) pursuant to a broker-facilitated trade on a national securities exchange or in the over-the-counter market (each such Transfer is hereinafter referred to as an “**Independent Third Party Transfer**”), then such Shares shall no longer be subject to the terms of this Agreement as of the effective date of such Independent Third Party Transfer. The Company shall fully cooperate to permit such Independent Third Party Transfer to be completed in a timely manner and in accordance with the instructions and agreements of the parties to the Independent Third Party Transfer, but in any event not later than five (5) business days after the written request for same by the parties to the Independent Third Party Transfer. At any time during the Term, a Majority Stockholder may reallocate the Majority Stockholder’s ownership interest in any Shares to a separate account to benefit a member of such Majority Stockholder’s family (whether by blood, marriage or legal guardianship), including without limitation parents, children, aunts, uncles, cousins, nieces, nephews, grandparents or grandchildren of an individual, regardless of whether such individuals share a household with one another, or Transfer the ownership in any Shares other than pursuant to an Independent Third Party Transfer (each, an “**Other Transfer**”). All Shares Transferred other than pursuant to an Independent Third Party Transfer (including, but not limited to, an Other Transfer) (i) shall remain subject to the terms and conditions of this Agreement, (ii) such transferee shall be required to execute, and the Majority Stockholder shall deliver to the Company not later than two (2) business days immediately following such transfer, a Joinder to this Agreement in the form attached hereto as **Exhibit E** and (iii) such transferee shall thereafter be deemed an Affiliate of the Majority Stockholder and, during the Term, subject to the terms of this Agreement in accordance with the Joinder to this Agreement; *provided, however*, that each of the Majority Stockholders shall be permitted to effectuate Other Transfers for up to an aggregate of 100,000 Shares each calendar year during the Term (the “**De Minimis Transfer**”) and the Shares subject to the De Minimis Transfer shall not be subject to the restrictions set forth in subsections (i) through (iii) of the immediately preceding sentence.

(c) *Sale of Shares.* Other than restrictions imposed by applicable securities laws, there shall be no restriction on the sale of Shares subject to an Independent Third Party Transfer whether the result of a sale of stock privately or in the public market. The Company shall not place any legends on any certificates or book entries evidencing or regarding the Shares restricting the transfer of any of the Shares.

14. **Representations and Warranties of the Majority Stockholders.**

The Majority Stockholders represent and warrant to the Company, as of the Signing Date, that:

(a) The Majority Stockholders have all requisite capacity and authority to enter into this Agreement and to perform their obligations hereunder and have each, to the extent requested by the Company, provided evidence to the Company of due authorization to enter into this Agreement.

(b) The Majority Stockholders, or other listed entities, own of record the shares of Common Stock set forth on **Exhibits A** hereto (the “**Controlled Shares**”). None of the Majority Stockholders own, control (directly or indirectly), have the option or right to purchase, right to vote, hold proxies, or otherwise have the power to direct the voting or disposition of any shares of Common Stock other than the Controlled Shares.

(c) Subject to the due authorization, execution and delivery of this Agreement by the Company, this Agreement, when executed and delivered, shall constitute a valid and legally binding obligation of the Majority Stockholders, enforceable against the Majority Stockholders in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application relating to or affecting the enforcement of creditors’ rights generally, by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and by general principles of equity.

(d) The Majority Stockholders have sole voting power (including the right to control such vote as contemplated herein), sole power of disposition, sole power to issue instructions with respect to the matters set forth in **Section 9**, and sole power to agree to all of the matters applicable to the Majority Stockholders set forth in this Agreement, in each case, over all of the Controlled Shares subject to any applicable law, the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) regulations or the terms and conditions of any trusts.

(e) The execution, delivery and performance of this Agreement by the Majority Stockholders does not result in any material violation or material default (with or without notice or lapse of time, or both) of or under (i) any order, writ, injunction, judgment or decree of any governmental entity to which any Majority Stockholder is subject; (ii) any provision of any law applicable to any Majority Stockholder; or (iii) any material agreement to which any Majority Stockholder is a party or by which any Majority Stockholder is bound.

(f) Except for this Agreement, and any liens on stock by banks in the normal course of business that would not limit the Majority Stockholders’ ability to comply with the terms and conditions of this Agreement, each Majority Stockholder has not (i) entered into any outstanding voting agreement, voting trust or similar agreement with respect to any of the Controlled Shares, (ii) granted any outstanding proxy, consent or power of attorney with respect to any of the Controlled Shares or (iii) taken any other action that would have the effect of preventing or disabling any Majority Stockholder from performing any of the obligations under this Agreement in any material respect.

(g) Each Majority Stockholder is relying on advice from such stockholders own tax advisors for the federal, state, local and foreign tax consequences of the transactions contemplated by this Agreement, and is not relying on any statements or advice from the Company with respect to such tax consequences.

15. Representations and Warranties of the Company.

The Company represents and warrants to the Majority Stockholders, as of the Signing Date, that:

(a) The Company has the requisite capacity to enter into this Agreement and to perform its respective obligations hereunder.

(b) Subject to the due authorization, execution and delivery of this Agreement, this Agreement, when executed and delivered, shall constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws of general application relating to or affecting the enforcement of creditors' rights generally, by laws relating to the availability of specific performance, injunctive relief or other equitable remedies, and by general principles of equity.

(c) The execution, delivery and performance of this Agreement by the Company does not result in any material violation or material default (with or without notice or lapse of time, or both) of or under (i) any order, writ, injunction, judgment or decree of any governmental entity to which the Company is subject; (ii) any provision of any law applicable to the Company; or (iii) any material agreement to which the Company is a party or by which the Company is bound.

(d) Except for this Agreement, the Company has not taken any other action that would have the effect of preventing or disabling the Company from performing any of the obligations under this Agreement in any material respect.

(e) Based upon, and following the recommendation of Company management, the Audit Committee of the Company has approved this transaction as being in the best interests of the Company and approved the transaction as a Related Party transaction.

(f) The Board has approved the issuing of the Convertible Shares in this Agreement and has taken all steps necessary to permit the Convertible Shares to be issued in accordance with this Agreement and all applicable state and federal laws including, without limitation, the filing with the State of Delaware a Certificate of Designation establishing the class/series of convertible preferred non-voting stock of the Company to issue the Convertible Shares in accordance with the terms of this Agreement.

(g) The Board has taken all action necessary to and the Company has authorized and registered sufficient shares of Common Stock so that when the Convertible Shares convert to Common Stock in accordance with the terms of this Agreement there will be sufficient shares of Common Stock authorized but unissued to allow for full conversion to the Convertible Shares to shares of Common Stock of Company.

(h) By the Company's executing this Agreement, the Company acknowledges, agrees, represents and warrants that the Amended and Restated By-Laws of the Company: (i) with such terms and conditions as are acceptable to the Company have been adopted and implemented in accordance with all applicable law, rules and regulations and corporate requirements; and (ii) fully and completely satisfy all conditions precedent regarding such matter to Company's entering into this Agreement.

16. **Investment Representations and Further Documents.** Each Majority Stockholder agrees upon request to execute any further documents or instruments reasonably necessary in the view of the Company to carry out the purposes or intent of this Agreement, including **Exhibit C** of this Agreement. For all purposes hereof, Brown shall use his reasonable efforts to cause IGT to comply with all terms and conditions of this Agreement to the same extent as a Majority Stockholder with respect to the Shares it holds as set forth in **Exhibit A**. The Company agrees upon request to execute any further documents or instruments reasonably necessary in the view of the Majority Stockholders, including all legal documents necessary to issue the Convertible Shares to the Majority Stockholders, to issue Common Stock when the Convertible Shares are converted, to remove any legends and/or restrictions on the transfer of the Shares to permit the Shares to be transferred as permitted and/or authorized by this Agreement, and to carry out the purposes or intent of this Agreement.

17. **Rights as Stockholder.** Subject to the terms and conditions of this Agreement, each Majority Stockholder shall have all of the rights of a stockholder of the Company with respect to the Shares from and after the Signing Date, and until such time as a Majority Stockholder Transfers the Shares in accordance with this Agreement. Upon such Transfer, such Majority Stockholder shall have no further rights with respect to the Shares so Transferred.

18. **Adjustment for Stock Split, etc.** All references in this Agreement to the number of shares of Common Stock automatically issuable upon the conversion of the Convertible Shares upon vesting, shall be adjusted in the event of any change in the number of issued shares of Common Stock (or issuance of shares other than Common Stock) by reason of any forward or reverse share split, or share dividend, recapitalization, reclassification, merger, consolidation, split-up, spin-off, reorganization, combination, exchange of shares of Common Stock, the issuance of warrants or other rights to purchase shares of Common Stock or other securities, or any other change in corporate structure or in the event of any extraordinary distribution (whether in the form of cash, shares of Common Stock, other securities or other property) (each, an "**Adjustment Event**"), so that the percentage of outstanding Common Stock of the Company represented by the shares of Common Stock issuable upon conversion of the Convertible Shares held by each Majority Stockholder hereunder immediately prior to such Adjustment Event constitutes the same percentage of outstanding Common Stock of the Company immediately after such Adjustment Event.

19. Majority Stockholder Release of Claims.

(a) Each Majority Stockholder, for himself, herself or itself and his, her or its Affiliates (past, present and future), heirs, assigns, executors, administrators, personal representatives and other successors, does, and shall cause each of his her, or its Affiliates (past, present and future) to, herewith now and forever absolutely, unconditionally and irrevocably release, indemnify and discharge each of the Company and its Affiliates (past, present and future) and stockholders, and each of the present and former directors, officers, partners, managers, employees, agents, attorneys and successors of the foregoing, from any and all claims, demands, rights, actions, suits, proceedings, liabilities, expenses, claims for reimbursement or indemnification, claims of any kind or type that might be assigned, or attempted to be assigned, by the Majority Stockholders to the Company, obligations and causes of action of any kind and nature whatsoever (collectively, with the matters set forth in Section I of **Exhibit B** attached hereto, “**Claims**”), fixed or contingent, known or unknown, liquidated or unliquidated, that each Majority Stockholder or any Person claiming through or under each Majority Stockholder ever had or now has or hereafter can, shall or may have for, upon or by reason of any matter, cause or event resulting from, arising out of or incurred with respect to, or alleged to result from, arise out of or be incurred with respect to, acts or omissions to act of any nature and kind whatsoever that occurred, in whole or in part, prior to or at the Signing Date (and, with respect to the adoption of Section 3.01 of the Bylaws), including, without limitation, all matters involving the Company, on one hand, and any Majority Stockholder and/or any Affiliates thereof, on the other hand (collectively, this **Section 19** is hereinafter referred to as the “**Majority Stockholder Release**”).

(b) Each Majority Stockholder expressly acknowledges that (i) the Majority Stockholder Release is intended to include in its effect all Claims any Majority Stockholder may have against the Company, including, without limitation, all Claims that any Majority Stockholder does not know or suspect to exist in such Majority Stockholder’s favor at the time of the execution and delivery hereof and (ii) the Majority Stockholder Release contemplates the extinguishment of all such Claims.

(c) The provisions of the Majority Stockholder Release are contractual and not a mere recital. Each Majority Stockholder acknowledges that, before executing and delivering this Agreement, each Majority Stockholder has received and reviewed in detail the Majority Stockholder Release and this Agreement, that each Majority Stockholder fully understands the terms, content and effect of the Majority Stockholder Release and this Agreement, that each Majority Stockholder has relied fully and completely on its own judgment in executing and delivering the Majority Stockholder Release and this Agreement and that each Majority Stockholder has had the opportunity to obtain advice from an attorney of its own choosing.

(d) Each Majority Stockholder is receiving a substantial economic benefit as a result of the transactions contemplated by this Agreement, and the Majority Stockholder Release is executed and delivered with the intent and understanding that it will be relied upon by the Company and its Affiliates and stockholders and the successors and assigns of the foregoing.

(e) If any Majority Stockholder takes any action in contravention of this **Section 19**, it shall constitute a breach of this Agreement.

20. **Company Release of Claims.**

(a) The Company for itself and its Affiliates (past, present and future), representatives and other successors, does, and shall cause each of its Affiliates (past, present and future) to, herewith now and forever absolutely, unconditionally and irrevocably release, indemnify and discharge each Majority Stockholder, for himself, herself or itself and his, her or its Affiliates, heirs, assigns, executors, administrators, personal representatives and other successors of the foregoing, from any and all Claims, fixed or contingent, known or unknown, liquidated or unliquidated, that the Company or any Affiliate claiming through or under the Company ever had or now has or hereafter can, shall or may have for, upon or by reason of any matter, cause or event resulting from, arising out of or incurred with respect to, or alleged to result from, arise out of or be incurred with respect to, acts or omissions to act of any nature and kind whatsoever that occurred, in whole or in part, prior to or at the Signing Date, including, without limitation, all matters involving the Company, on one hand, and any Majority Stockholder and/or any Affiliates thereof, on the other hand (collectively, this **Section 20** is hereinafter referred to as the “**Company Release**”).

(b) The Company expressly acknowledges that (i) the Company Release is intended to include in its effect all Claims the Company may have against any Majority Stockholder, including, without limitation, all Claims that the Company does not know or suspect to exist in the Company’s favor at the time of the execution and delivery hereof and (ii) the Company Release contemplates the extinguishment of all such Claims.

(c) The Company Release is executed and delivered with the intent and understanding that it will be relied upon by the Majority Stockholders and the successors and assigns of the foregoing.

(d) If the Company takes any action in contravention of this Section 20, it shall constitute a breach of this Agreement.

21. **Amendments.** This Agreement may be amended, modified or supplemented at any time and from time to time by the written agreement of the Company and the Majority Stockholders; provided, however, that the consent of the Company shall not be required to add a new party hereto in accordance with **Section 13**.

22. **Governing Law.** This Agreement, including its existence, validity, construction, and operating effect, and the rights of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Delaware without regard to otherwise governing principles of conflicts of law.

23. **Severability.** If any one or more of the provisions of this Agreement, as applied to any party or any circumstance, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If any one or more of the provisions of this Agreement shall, for any reason, be held to be unenforceable as to duration, scope, activity or subject, such provision shall be construed by limiting and reducing it so as to make such provision enforceable to the extent compatible with the then existing applicable law.

24. **Specific Performance.** The parties agree that the failure of any party to perform any obligation provided for by this Agreement could result in irreparable damage to the other parties, and that monetary damages alone would not be adequate to compensate the non-defaulting party for its injury. Any party shall therefore be entitled, in addition to any other remedy that may be available, including monetary damages, to obtain specific performance of the terms of this Agreement. If any action is brought by any party to enforce this agreement, any party against which the action is brought shall waive the defense that there is an adequate remedy at law.

25. **Notices.** All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) upon receipt, if sent by electronic or digital transmission method (including e-mail), or (iii) on the date of receipt or refusal indicated on the return receipt, if sent by registered or certified mail, return receipt requested, postage and charges prepaid and properly addressed, in each case to the appropriate addresses and e-mail addresses as a party may designate by notice to the other parties from time to time.

26. **Binding Effect.** Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and all other Persons hereafter that become a party hereto. No rights or obligations hereunder may be assigned by any party hereto except as explicitly provided in this Agreement.

27. **Benefit and Burden.** Nothing express or implied in this Agreement is intended or shall be construed to confer upon or to provide any Person other than the parties (and including specifically any stockholder of the Company that is not a party to this Agreement) any rights or remedies hereunder or by reason hereof. This Agreement and all its conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns and are not for the benefit of any other Person. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise, by any of the parties hereto without the prior written consent of the other parties.

28. **Cumulative Remedies.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by any party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

29. **Certain Rules of Construction.** To the fullest extent permitted by law, the parties hereto intend that any ambiguities shall be resolved without reference to which party may have drafted this Agreement. All Section or subsection titles or other captions in this Agreement are for convenience only, and they shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Unless the context otherwise requires: (a) a term has the meaning assigned to it; (b) “or” is not exclusive; (c) words in the singular include the plural, and words in the plural include the singular; (d) provisions apply to successive events and transactions; (e) “herein,” “hereof” and other words of similar import refer to this Agreement as a whole and not to any particular Section, subsection or other subdivision; (f) “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases or words of like import; (g) all references to “Sections” refer to Sections or subsections of this Agreement; (h) any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms; and (i) all references to “dollars”, “cents” or “\$” shall be in U.S. Dollars.

30. **Waiver.** The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth in this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

31. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes any and all prior or contemporaneous agreements or understandings between the parties hereto pertaining to the subject matter hereof.

32. **Counterparts.** This Agreement may be executed in any number of multiple counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one agreement, binding on all parties hereto. In the event that any signature is delivered by facsimile transmission, or by e-mail of a “.pdf” format data file, or other electronic format, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original thereof.

33. **Arbitration.** It is understood and agreed between the parties hereto that any and all claims, grievances, demands, controversies, causes of action or disputes of any nature whatsoever (collectively, “**Agreement Claims**”), arising out of, in connection with, or in relation to this Agreement or the arbitrability of any Agreement Claims under this Agreement, shall be resolved by final and binding arbitration administered by an arbitrator mutually agreed to by the parties (the “**Administrative Body**”) and if no such agreement as to the Administrative Body is reached by the parties within sixty (60) days after the demand for arbitration by a party, then the Agreement Claims arising out of, in connection with, or in relation to this Agreement or the arbitrability of any Agreement Claims under this Agreement shall be resolved by final and binding arbitration administered by the Oakland County, Michigan offices of JAMS in accordance with the then-existing JAMS Arbitration Rules. The parties shall select a mutually acceptable neutral arbitrator from the panel of arbitrators serving with any of the offices of the Administrative Body mutually agreed to by the parties, or with any of the JAMS’s offices, if applicable, but in the event the parties cannot agree on an arbitrator, the Administrator of Administrative Body or JAMS, as applicable, shall appoint an arbitrator from such panel (the arbitrator so selected or appointed, the “**Arbitrator**”). The parties expressly agree that the Arbitrator may provide all appropriate remedies (at law and equity) or judgments that could be awarded by a court of law in Delaware, and that, upon good cause shown, the Arbitrator shall afford the parties adequate discovery, including deposition discovery. Except as provided herein, the Federal Arbitration Act shall govern the interpretation, enforcement and all actions pursuant to this **Section 33**. The Arbitrator shall be bound by and shall strictly enforce the terms of this **Section 33** and may not limit, expand or otherwise modify its terms. The Arbitrator shall make a good faith effort to apply the substantive law (and the law of remedies, if applicable) of the state of Delaware, or federal law, or both, as applicable, without reference to its conflict of law provisions. The Arbitrator is without jurisdiction to apply any different substantive law. The Arbitrator shall be bound to honor claims of privilege or work-product doctrine recognized at law, but the Arbitrator shall have the discretion to determine whether any such claim of privilege or work product doctrine applies. The Arbitrator shall render an award and a written, reasoned opinion in support thereof. Subject to the provisions of **Section 24**, the Arbitrator shall have power and authority to award any appropriate remedy (in law or equity) or judgment that could be awarded by a court of law in Delaware, *provided, however*, that attorneys’ fees may not be awarded. The award rendered by arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction thereof. Any such judgement shall be subject to full appellate review by a court of law. Neither a party nor the Arbitrator shall disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties. Adherence to this dispute resolution process shall not limit the parties’ right to obtain any provisional remedy, including, without limitation, injunctive or similar relief, from any court of competent jurisdiction as may be necessary to protect their rights and interests. Notwithstanding the foregoing sentence, this dispute resolution procedure is intended to be the exclusive method of resolving any Agreement Claims arising out of or relating to this Agreement. Each party shall bear its own fees and expenses with respect to this dispute resolution process and any action related thereto.

34. **Reserved.**

35. **Headings.** The descriptive headings contained in this Agreement are provided for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

36. **Third Party Advisors.** Each Majority Stockholder has reviewed with its own legal, financial and accounting advisors this Agreement and the transactions contemplated by this Agreement. Each Majority Stockholder is relying solely on its own such advisors and is not relying the Company or any of its agents, including any statements or representations of the Company or any of its agents except as set forth in this Agreement.

37. **Definitions.**

“**Affiliate**” means a Person controlled by, controlling or under common control with another Person, and for this purpose, “control” means the power to vote a majority of the voting power of a Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract or otherwise.

“**Board**” means the board of directors of the Company.

“**Change of Control**” means either: (i) the acquisition of the Company by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation or stock transfer, but excluding any such transaction effected primarily for the purpose of changing the domicile of the Company), unless the Company’s stockholders of record immediately prior to such transaction or series of related transactions hold, immediately after such transaction or series of related transactions, at least fifty percent (50%) of the voting power of the surviving or acquiring entity (provided that the sale by the Company of its securities for the purposes of raising additional funds shall not constitute a Change of Control hereunder); or (ii) a sale of all or substantially all of the assets of the Company, other than such transaction effected primarily for the purpose of changing the domicile of the Company; provided, however, that in the event that any of the Majority Stockholders, any Family Members of any Majority Stockholders, any Relatives of any Majority Stockholders or any Affiliates of any of the foregoing maintain an ownership interest in the Company in excess of 25% of the then outstanding Common Stock, no Change of Control shall be deemed to have occurred.

“**Common Stock**” means the common stock, \$0.01 par value of the Company.

“**Family Member**” of a Person shall mean any of the following: (i) any spouse, child, stepchild, parent, stepparent, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the Person, above, wherever residing, (ii) any person residing (other than solely as a tenant or employee) in the same household as the Person and (iii) anyone else deemed to be a “family member” under applicable or relevant law, rule or regulation.

“**Independent Director**” means a member of the Board who (1) qualifies as an independent director under applicable laws and regulations, including, but not limited to (A) Delaware law, (B) the independence standards of the NASDAQ and (C) the United States Securities and Exchange Commission, (2) is affirmatively determined to be an independent director by the Governance Committee of the Board, (3) excludes, for the purposes of this Agreement, the Majority Stockholders, any of their respective Relatives, Family Members, or Affiliates, and (4) excludes, for purposes of this Agreement, any Person that is or was a present or past employee or advisor of any company with which any of the Majority Stockholders has been involved and any Person that is, or was in the past, related or affiliated in any way to any of the Majority Stockholders, including, without limitation, any Affiliates of IGT or SP/R.

“**NASDAQ**” means the NASDAQ Stock Market LLC.

“**Person**” means and includes an individual, a general or limited partnership, a limited liability company, a joint venture, a corporation (including any non-profit corporation), an estate, a trust, an unincorporated organization, an association, a government or any department or agency thereof or any entity similar to any of the foregoing.

“**Relative**” means any person who is related by blood, marriage, adoption, convention, law or similar relationship with another Person. A Person’s relatives include (without limitation) his or her spouse, any mother, father, grandmother, grandfather, sister, brother, daughter, son, niece, nephew, or other descendent of the Person or his or her spouse, or any of their respective spouses or descendants, in each case whether related by blood, marriage, adoption, law or otherwise and including (without limitation) “step” relationships (stepfather, stepmother, stepchild and the like) and “in -law relationships (mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in- law, sister-in-law and the like).

“**Transfer**” means a sale, transfer, assignment, gift, bequest or disposition by any other means, whether for value or no value and whether voluntary or involuntary (including, without limitation, by realization upon any Encumbrance or by operation of law or by judgment, levy, attachment, garnishment, bankruptcy or other legal or equitable proceedings). The term “**Transferred**” and similar iterations thereof shall have a correlative meaning.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Change of Control, Voting and Restricted Stock Agreement as of the date first above written.

SPAR GROUP, INC.

By: /s/ Fay DeVriese
Name: Fay DeVriese
Title: Chief Financial Officer

MAJORITY STOCKHOLDERS:

/s/ Robert G. Brown
Robert G. Brown

/s/ William H. Bartels
William H. Bartels

SPAR ADMINISTRATIVE SERVICES, INC.

By: /s/ William H. Bartels
Name: William H. Bartels
Title: President

SPAR BUSINESS SERVICES, INC.

By: /s/ Robert G. Brown
Name: Robert G. Brown
Title: President

**SPOUSE CONSENT
(FOR MARRIED NATURAL PERSONS ONLY)**

The undersigned spouse (“**Spouse**”) of Robert G. Brown (the “**Majority Stockholder**”) has read, understands and hereby approves all the terms and conditions of the Change of Control, Voting and Restricted Stock Agreement, dated January 28, 2022 (the “**Agreement**”), by and among the Majority Stockholder and other Majority Stockholders (as defined therein) party thereto and SPAR Group, Inc., a Delaware corporation (the “**Company**”), pursuant to which the Majority Stockholder has been granted 600,000 shares of the Company’s convertible preferred non-voting stock (the “**Convertible Shares**”, and together with any shares of the Company’s common stock issued upon the vesting of the Convertible Shares, the “**Shares**”).

In consideration of the Company granting my spouse the right to receive the Shares under the Agreement, I hereby agree to be irrevocably bound by all the terms and conditions of the Agreement and further agree that any community property interest I may have in the Shares will be similarly bound by the Agreement.

In consideration of my grant of this Spousal Consent, the Company hereby does now and forever absolutely, unconditionally and irrevocably release, indemnify and discharge Spouse from any and all claims, demands, rights, actions, suits, proceedings, liabilities, obligations and causes of action of any kind and nature whatsoever (the “**Claims**”), fixed or contingent, known or unknown, liquidated or unliquidated, that the Company or any Person claiming through or under the Company ever had or now has or hereafter can, shall or may have for, upon or by reason of any matter, cause or event resulting from, arising out of or incurred with respect to, or alleged to result from, arise out of or be incurred with respect to, acts or omissions to act of any nature and kind whatsoever that occurred, in whole or in part, prior to or at the Signing Date, including, without limitation, all matters involving the Company, on one hand, and Spouse, on the other hand.

SPAR GROUP, INC.

By: /s/ Fay DeVriese
Name: Fay DeVriese
Title: Chief Financial Officer

Dated: January 28, 2022

/s/ Jean Brown
Signature of Spouse [**Sign Here**]

Jean Brown
NAME OF SPOUSE [PLEASE PRINT]

CHECK THIS BOX IF YOU DO NOT HAVE A SPOUSE

United States
South Africa
Brazil
Japan
China



1910 Opdyke Court, Auburn Hills, MI 48326

Canada
Mexico
India
Australia
Turkey

January 25, 2022

Mr. James Brown

(617) 686-4908

Dear James,

On behalf of Spar Group, Inc. (the "**Company**"), I am pleased to extend to you an offer to serve as an Advisor to the Company's Board of Directors (the "**Board**") for a term of one year, effective January 26, 2022. This offer is contingent upon your submission of a Resignation and Retirement Letter from the Board dated January 25, 2022 and upon approval by the Audit Committee and Board of Directors.

The professional fees for this role will be \$55,000 for the term. Payments will be made in equal quarterly installments and will be pro-rated for partial quarters. The Company does not pay incremental fees for attendance of Board meetings or telephone conferences, but if you are requested to participate in person, will reimburse you for prior approved reasonable travel expenses for attending in-person Board meetings, subject to compliance with the Company's reimbursement policies.

Should you accept this offer, you are representing to us that you (i) do not know of any conflict or potential conflict that would restrict your ability to serve as an Advisor to the Board, and (ii) will not provide the Company with any documents, records, or other confidential information in violation of the rights of other parties.

If this offer is acceptable, please sign and return the original letter and retain a copy for your records.

Congratulations on your new Board Advisor role.

Sincerely,

Mr. Robert Brown

Chairman

ACCEPTED:

Signature: /s/ James Brown Date: January 25, 2022

SERVICES CONTRACT

THIS SERVICES CONTRACT (the “Agreement”) dated as of January 27th, 2022 (“Execution Date”):

BETWEEN

SPAR GROUP, Inc

Headquartered at 1910 Opdyke Court, Auburn Hills, MI, USA, 48326
(the “Customer”)

- AND -

THENABLERS, Ltd

Headquartered at 18 Kyriakou Matsi, 2nd floor, Egkomi, Nicosia, Cyprus, 2408
(the “Service Provider”)

Background:

WHEREAS the Customer agrees that that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.

The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the “Party” and collectively the “Parties” to this Agreement) hereby agree that the above Whereas Clause is incorporated herein as a term to this Agreement and further agree, as follows:

Services Provided

1. The Customer hereby agrees to retain the services of the Service Provider to provide the Customer with following services (the “Services”) consisting of:
 - a. Assistance in Global Sales
 - b. Assistance in New Markets’ Expansion
2. The Service Provider hereby agrees to provide such Services to the Customer at the direction and upon pre-approval by the Customer of strategy, plans and efforts. Any services outside the scope of Term 1 to be performed by the Service Provider shall require the consent of both Parties in writing.

Term of Agreement

3. The term of this Agreement (the "Term") is from February 1, 2022, until January 31st, 2024.
4. The Agreement cannot be cancelled in the first 12 months.
5. Upon the one-year anniversary of the effective date, the Agreement may be terminated by either party with 180 days' notice in writing to the other party. For clarity, this notice may not be given earlier than February 1, 2023.

Further, in the event that the Customer terminates the Agreement prior to said 18-month period, the Customer shall be required to pay the total balance due for any outstanding balance representing the remainder of the 18-month period after the notice of termination.

Further, Customer warrants herein that the Customer is prohibited from challenging the amount due for the outstanding balance as presented by the Service Provider representing the remainder of the 18-month period in any judicial, mediation, or arbitration proceeding.

6. Except as otherwise provided in this Agreement, the obligations of the Service Provider will end upon the termination of this Agreement.
7. Any outstanding amount due by the Customer to the Service Provider shall be due and payable in full upon Termination.

Performance

8. The Parties agree that they will comply with the terms of this Agreement in good faith and any breach of the terms of this Agreement are enforceable against the breaching party.

Currency

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD.

Compensation

10. For the services rendered by the Service Provider, the Customer will pay compensation (the "Compensation") to the Service Provider as follows:
 - a. The Company has confirmed that the outstanding options granted to Mr. Panagiotis ("Panos") N. Lazaretos on 02/04/21 will continue outstanding and vest according to their terms under this agreement.
 - b. Base Compensation of \$10,000 per month, payable within the first five (5) days of the following month.
 - c. Incentive based Compensation as per Exhibit A, based on signing of new business and completion of transactions payable within the first fifteen (15) days of each calendar quarter.
11. The Service Provider is responsible for paying any fees that may be required in relation to the work performed by the Service Provider or by employees of the Service Provider under this Agreement.

12. The above Compensation includes all applicable sales tax, and duties as required by law.

Provision of Extras

13. The Customer shall provide all required internal resources and or, assistance to the Service Provider necessary to the Service Provider in providing its Services.

Reimbursement of Expenses

14. The Service Provider shall be reimbursed for pre-agreed upon travel expenses incurred by the Service Provider in connection with providing the Services of this Agreement. The Service Provider agrees to adhere to the Customer's travel policies.

Confidentiality

15. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably be considered to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

16. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

17. All written and oral information and material disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

Return of Property

18. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

Capacity/Independent Contractor

19. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. THENABLERS, Ltd

Email: plazaretos@thenablers.com

b. SPAR Group, Inc

Email: lswift@sparinc.com

or to such other address as any Party may from time to time notify the other.

Dispute Resolution

21. Any dispute arising between the Parties if not resolved within a reasonable period of 1 week, shall be submitted on the written demand of either Party to mediation in accordance with any statutory rules of mediation in the State of Michigan, to be held in Auburn Hills, MI. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration on the written demand of either Party, to be held in Auburn Hills, MI, in accordance with the laws of the USA and Michigan. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the USA.

Modification of Agreement

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

24. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

Entire Agreement

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Governing Law

26. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Michigan without regard to the jurisdiction in which any action or special proceeding may be instituted.

Each Party hereby consents and agrees that the District Court of the State of Michigan for the County of Oakland and the United States District Court for the Eastern District of Michigan each shall have personal jurisdiction and proper venue with respect to any claim or dispute between the Service Provider and the Customer respecting this Contract; provided that the foregoing consent shall not deprive any Party or beneficiary of the right in its discretion to demand and pursue mediation and binding arbitration as provided in this Agreement. Should either Party exercise its demand rights of mediation and binding arbitration, the Parties are prohibited from pursuing claims in the United States District Court for the Eastern District of Michigan.

Severability

27. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

28. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this DATE.

SIGNED by
/s/ Michael R.
Matacunas
Matacunas
SPAR Group, Inc

SIGNED by
/s/ Panagiotis N.
Lazaretos
Lazaretos
THENABLERS, Ltd

Exhibit A – Incentive Based Compensation

1. Global Sales**a. Notes**

- i. All fees calculated on signed revenue amount
- ii. Fees paid on contract as signed for new business.
- iii. No commission will be paid on subsequent contracts.
- iv. Payment will be made approximately 30 days from signing with client
- v. If first signing is a pilot, fees will be paid off of pilot revenue signing and then a second payment from initial contract minus pilot fees

b. Formula

New Business	% Fee	\$ Fee
<\$100,000	0.00%	\$0
\$100,000	1.50%	\$1,500
\$200,000	1.50%	\$3,000
\$300,000	1.50%	\$4,500
\$400,000	1.50%	\$6,000
\$500,000	1.50%	\$7,500
\$600,000	1.50%	\$9,000
\$700,000	1.50%	\$10,500
\$800,000	1.50%	\$12,000
\$900,000	1.50%	\$13,500
\$1,000,000	1.50%	\$15,000
\$1,100,000	1.50%	\$16,500
\$1,200,000	1.50%	\$18,000
\$1,300,000	1.50%	\$19,500
\$1,400,000	1.50%	\$21,000
\$1,500,000	1.50%	\$22,500
>\$1,500,000	1.50%	

c. Example

Red Bull wants to engage but wants to proceed under the following conditions.

- I. The first project is a \$200K USD pilot project.
- II. Should we successfully complete the pilot, we sign a \$1M USD project.
- III. The gross fee calculation would be $1.5\% \times \$200K = \$3,000$.
- IV. Once the pilot is complete, the fee paid on the \$1m would be $1.5\% \times \$1M - \$3,000 = \$12,000$

Exhibit A – Incentive Based Compensation

2. New Markets’ Expansion

a. **Notes**

- i. The Logobrand, Crosswell transaction is not eligible for a fee payment
- ii. The OPEN Group transaction is eligible for a fee at 50% of the calculated rate below
- iii. Transaction Fee will be paid approximately 30 days after the close of the transaction

b. **Formula**

Revenue of Acquired	Calculated Rate	Fee
<5,000,000	Flat Fee	\$10,000
\$5,000,000	0.50%	\$25,000
\$7,500,000	0.50%	\$37,500
\$10,000,000	0.50%	\$50,000
\$12,500,000	0.50%	\$62,500
\$15,000,000	0.50%	\$75,000
\$17,500,000	0.50%	\$87,500
\$20,000,000	0.50%	\$100,000
\$22,500,000	0.50%	\$112,500
\$25,000,000	0.50%	\$125,000

The Parties agree to the terms of this Exhibit on the Execution Date stated above.

SIGNED by
/s/ Michael R.

Matacunas
 Michael R.
 Matacunas
 SPAR Group, Inc

SIGNED by
/s/ Panagiotis N.

Lazaretos
 Panagiotis N.
 Lazaretos
 THENABLERS, Ltd