

# *AXIOS, INC.*

## EMPLOYEE STOCK AGREEMENT

THIS EMPLOYEE STOCK AGREEMENT is entered effective the \_\_\_\_ day of April, 2011, between Axios, Inc. ("Axios"), a Virginia corporation, and the undersigned employee of Axios, Enter Employee Name ("Employee"), a resident of the state indicated in the address entered below Employee's signature, to state the terms under which Employee will acquire and own certain shares of Axios (the "Shares"), to govern the transferability of the Shares, and to provide certain repurchase rights with respect to the Shares.

IN CONSIDERATION OF the mutual covenants stated below, the parties agree as follows:

### SECTION 1: DEFINITIONS

1.1 CLOSING. As used in this Agreement, the capitalized term "Closing" shall mean the closing on any purchase of Shares under this Agreement.

1.2 CLOSING DATE. As used in this Agreement, the capitalized terms "Closing Date" or "Closing Dates" shall mean one or more of the dates designated by Axios for Closings under this Agreement, either by specific designation or determined pursuant to a policy adopted by Axios, as it may be amended from time to time.

1.3 FEE-BEARING REVENUE. As used in this Agreement, the capitalized term "Fee-Bearing Revenue" shall mean revenues received by Axios from labor charges by Axios employees, labor charges by subcontractors on which a fee is charged by Axios, and equipment charges on which a fee is charged by Axios.

1.4 PURCHASE PRICE. As used in this Agreement, the capitalized term "Purchase Price" shall mean the purchase price per Share of any Shares purchased under this Agreement, as determined in accordance with SECTION 8.

1.5 SHARE. As used in this Agreement, the capitalized terms "Share" or "Shares" shall refer to all voting common shares of Axios issued to Employee under this Agreement and all shares of Axios later acquired by Employee.

1.6 TRANSFER. As used in this Agreement, the capitalized term "Transfer" shall refer to any form of transfer or encumbrance of interest in any Shares, partial or complete, including but not limited to any sale, gift, assignment, exchange, pledge, lien, or other disposition or encumbrance, whether voluntary, involuntary, by operation of law, by will or inheritance, by creditor's attachment, execution, or levy, in connection with bankruptcy or insolvency proceedings, in connection with divorce, dissolution, separation, annulment, or other marital proceedings, or otherwise. The term shall apply not only to actual Transfers but also to proposed, attempted, purported, and apparent Transfers. The verb forms of the term, such as "Transfer," "Transfers," and "Transferred," shall mean the past, present, or future effecting of a Transfer, as the context requires.

### SECTION 2: SECURITIES LAW MATTERS

2.1 INVESTMENT PURPOSE. Employee represents and warrants that Employee will acquire the Shares exclusively for the purpose of personal investment, with no present view toward resale or other distribution within the meaning of federal or state securities laws.

2.2 CURRENT RESIDENCE AND DOMICILE. Employee represents and warrants that Employee's current legal residence and actual domicile is in the state indicated in the address entered

below Employee's signature, and that Employee is not merely transient or temporarily resident in said state.

**2.3 NO GENERAL SOLICITATION.** Employee represents and warrants that Employee is entering into this Agreement and acquiring the Shares as a result of Employee's relationships with personnel of Axios, and not as a result of any advertisement or general solicitation of offers for the Shares.

**2.4 ACQUISITION UNDER COMPENSATION ARRANGEMENT.** Employee represents and warrants that Employee is entering into this Agreement and acquiring the Shares under a compensation arrangement, such as a stock option plan, stock bonus plan, or other compensation plan or arrangement, in connection with Employee's employment with Axios.

**2.5 ACCESS TO INFORMATION.** Employee represents and warrants that Employee has been provided adequate access to information and adequate opportunity to ask questions, receive answers, review documents, and undertake independent investigation concerning the business, finances, and activities of Axios before acquiring the Shares and entering into this Agreement.

**2.6 UNREGISTERED SHARES.** Employee understands and acknowledges that the Shares have not been registered under any federal or state securities laws, will be issued in reliance on exemptions or interpretations of federal and state securities laws, and cannot be offered for sale, sold, or otherwise transferred unless the Shares are later so registered or qualify for exemption from registration under federal and state securities laws.

**2.7 INVESTMENT RISK AND ILLIQUIDITY.** Employee understands and acknowledges that Axios is not publicly traded and has no established market for its stock, does not have an extensive record of operations, and does not currently have a record of revenues or earnings which would make it attractive to the capital markets, and that, for these and other reasons, an investment in Axios at this time is a high-risk investment with no guarantee of return and will be illiquid at inception and for an undetermined period of time.

**2.8 ABILITY TO BEAR INVESTMENT RISK.** Employee represents and warrants that Employee has the financial ability to bear the economic risk of Employee's investment in the Shares, including its possible loss, that Employee has adequate means of providing for Employee's current financial needs and personal contingencies apart from Employee's investment in the Shares, and that Employee has no need for liquidity with respect to Employee's investment in the Shares.

**2.9 NO RELIANCE ON PROJECTIONS OR PREDICTIONS.** Employee understands and acknowledges that any projections or predictions that Axios or any personnel of Axios may have provided as to expected future business, revenues, profits, or other activities or results of Axios, or of the value or sale price of the Shares at any time in the future, are not representations as to what will in fact happen, but instead are only estimates or predictions based on information and/or trends that are subject to change. Employee represents and warrants that Employee has not relied on any such projections or predictions in deciding whether to acquire the Shares or enter into this Agreement.

**2.10 NO GUARANTEED RETURN.** Employee acknowledges and represents that neither Axios nor any of its personnel have made any representations or provided any guarantees as to the dividends, distributions, sale price, or other amounts, if any, Employee may realize as a result of owning or selling the Shares.

**2.11 INTENDED RELIANCE.** Employee acknowledges and represents that Employee has made the representations and warranties stated in this Agreement with the intent to induce Axios to rely thereon in accepting Employee's investment and issuing the Shares to Employee.

## SECTION 3: ACQUISITION OF SHARES

3.1 ACQUISITION OF SHARES. Employee represents and warrants that Employee is entering into this Agreement and acquiring the Shares: [select one]

- \_\_\_ by exercise of incentive stock options under the Axios 2000 Stock Option and Incentive Plan (the "2000 Plan")
- \_\_\_ by exercise of incentive stock options under the Axios 2011 Stock Option Plan (the "2011 Plan")
- \_\_\_ by direct purchase of stock offered in connection with Employee's compensation from Axios.

3.2 VESTING. The Shares shall be fully vested, and not subject to any forfeiture, upon initial issuance.

3.3 PURCHASE OF SHARES. Axios agrees to issue and sell to Employee, and Employee agrees to buy, the Shares, consisting of 50 voting common shares of Axios at the price of \$37.73 per Share, and the total price of \$1,886.50. Employee has tendered the full purchase price for the Shares to Axios at the time of execution of this Agreement.

3.4 RELEASE OF CLAIMS. In consideration of the opportunity to acquire the Shares and become a shareholder of Axios, Employee fully and forever releases Axios, its officers, directors, and shareholders, from all claims and liabilities of any kind, known or unknown, by Employee against Axios, its officers, directors, or shareholders, whether for compensation, damages, or otherwise, based on facts or circumstances existing as of the date Employee signs this Agreement, with the sole exception of any unpaid salary and/or authorized expense reimbursements that have accrued since the last Axios paycheck or expense reimbursement Employee received before entering into this Agreement, and any bonuses, stock options, or other extraordinary compensation previously promised to Employee by Axios in writing but not yet received by Employee. This release includes but is not limited to all claims relating to Employee's employment with Axios or the termination thereof, compensation for services rendered, and/or damages suffered in connection therewith, such as claims or liabilities for discrimination in employment based on race, gender, age, religion, national or ethnic origin, sexual orientation, or other factors; sexual or other harassment; unequal pay; failure to promote; overtime compensation; termination or severance pay; compensation of any other kind; denial or inadequacy of employment benefits; and claims or liabilities arising under the **Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Americans with Disabilities Act, the Fair Labor Standards Act, the Rehabilitation Act, the Family and Medical Leave Act**, all as amended, and/or any other law, regulation, or common law precedent of any state or federal jurisdiction, to the extent permitted by applicable law.

I AGREE TO THE IMMEDIATELY PRECEDING PARAGRAPH 3.4: \_\_\_\_\_ [Employee initials]

3.5 CONSIDERATION AND REVOCATION PERIODS. This Agreement is offered for Employee's consideration and may be accepted by Employee by signing and returning an original of this Agreement to Axios at any time within 21 days after initial presentation to Employee. Employee shall also have the right to revoke this Agreement, revoking the release provided above and all other provisions of this Agreement, by written notice delivered to Axios at any time within seven days after the date Employee signs this Agreement. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired.

3.6 REPRESENTATIONS. Employee acknowledges, agrees, and represents that this Agreement and the release provided in paragraph 3.4 comply in all particulars with the requirements of the Older Workers Benefit Protection Act of 1990, which amends the Age Discrimination in

Employment Act. In that regard, Employee expressly acknowledges and represents the following:

- (1) Employee has completely read and understands the terms of this Agreement and voluntarily accepts these terms for the purpose of making a full and final compromise and settlement of all claims of any kind, disputed or otherwise, against Axios;
- (2) Employee has been advised of his right to consult with an attorney of his choice to review this Agreement, he has had the opportunity to consult with and receive advice from his attorney regarding this Agreement, and he fully and completely understands the terms and conditions of this Agreement and signs it knowingly, freely, and voluntarily;
- (3) Employee understands that he is not waiving any rights or claims that may arise after the date he signs this Agreement;
- (4) Employee agrees that he is receiving money, benefits, or other consideration in addition to anything of value to which he already is entitled to induce him to enter into this Agreement;
- (5) Employee agrees that he received this Agreement for Employee's consideration on April 6, 2011;
- (6) Employee has been given 21 days after receipt of this Agreement to consider and accept or reject the terms of this Agreement; and
- (7) Employee has been advised that he will be entitled to revoke this Agreement at any time within the seven-day period following Employee's signing of this Agreement by giving written notice of revocation to Axios, and he understands that this Agreement will not become effective or enforceable until said revocation period has expired without revocation on his part.

**3.7 RELEASE OF CONFLICTING 2000 PLAN PROVISIONS.** With respect to any Shares issued upon exercise of options granted under the 2000 Plan, all terms of the 2000 Plan which conflict with any terms of this Agreement are released and superseded by said conflicting terms of this Agreement.

**3.8 SHARES SUBJECT TO AGREEMENT AND PLAN.** All Shares shall be subject to all restrictions and other terms of this Agreement and, if applicable, the Plan under which they were issued, as amended, including after any proposed, attempted, purported, or apparent Transfer to a third party or parties.

## **SECTION 4: TRANSFER RESTRICTIONS**

**4.1 GENERAL RESTRICTION ON TRANSFER.** At all times when the common shares of Axios are not publicly traded, no Shares may be Transferred, and no Transfer of Shares shall be effective, to any extent or in any manner, except as expressly permitted in this Agreement or with the prior written consent of Axios.

**4.2 MARKET STAND-OFF RESTRICTION.** In the event of a public offering of the common shares of Axios, Employee shall not sell, dispose of, transfer, make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a sale of, any common shares for a period of time specified by the managing underwriter(s), not to exceed 180 days, following the effective date of any registration statement of Axios filed under the Securities Act of 1933, as amended. Employee shall execute and deliver such agreements and documents as may be reasonably requested by Axios and/or the managing underwriter(s) which are consistent with the foregoing or which are necessary to give further effect thereto. In order to enforce the provisions of this para-

graph 4.2, Axios is authorized to impose stop-transfer instructions with respect to any common shares until the end of such period.

4.3 UNAUTHORIZED TRANSFERS VOID. Any Transfer of Shares in violation of this Agreement shall be void and shall instead constitute an offer to sell such Shares to Axios on the terms of this Agreement.

4.4 TRANSFERS TO NON-SHAREHOLDERS. No Transfer of Shares which is otherwise permitted under this Agreement shall be effective, to any extent or in any manner, unless and until the transferee executes a written addendum whereby he or she becomes a party under this Agreement, agrees to be bound by this Agreement, and acknowledges that the Transferred Shares are subject to this Agreement.

## SECTION 5: CERTIFICATES

5.1 CERTIFICATES. Within a reasonable time after full execution of this Agreement and receipt of full payment for the Shares in collected funds, Axios shall issue, in the name of Employee, one or more duly executed certificates representing the Shares. All certificates representing the Shares shall be held in escrow by counsel for Axios until all restrictions on transfer imposed by law or this Agreement have lapsed, at which time all certificates which have not been canceled due to repurchase or other cause shall be delivered to Employee.

5.2 LEGENDS. For so long as is appropriate, all certificates representing the Shares will bear legends stating that the Shares are unregistered securities and are subject to the terms of this Agreement, substantially as follows:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE BEEN PURCHASED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR ANY STATE SECURITIES LAWS. THE SHARES MAY NOT BE TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THEY HAVE BEEN REGISTERED UNDER SUCH ACT AND ALL SUCH APPLICABLE LAWS OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN EMPLOYEE STOCK AGREEMENT, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE CORPORATION. ANY ATTEMPTED SALE, GIFT, ENCUMBRANCE, OR OTHER TRANSFER OF THE SHARES IN VIOLATION OF THE EMPLOYEE STOCK AGREEMENT SHALL BE VOID.

## SECTION 6: NOTICE OF TRANSFER

6.1 NOTICE OF TRANSFER. Immediately upon learning of any facts or circumstances which indicate that a Transfer of any of the Shares has been attempted, is likely to occur, or appears to have occurred, or that purchase rights or obligations under SECTION 7 have arisen or are about to arise, Employee shall give written notice of such facts and circumstances to the Secretary of Axios.

6.2 DETERMINATION OF PURCHASE PRICE. If the Purchase Price applicable under paragraph 8.1 or 8.2, as applicable, is not known when the Secretary of Axios receives a notice of transfer, Axios shall promptly determine the Purchase Price under paragraph 8.1 or 8.2, as applicable, and shall inform Employee of said Purchase Price within five business days after the determination.

## SECTION 7: PURCHASE RIGHTS & OBLIGATIONS

7.1 PRIOR TO TRANSFER. At all times when the common shares of Axios are not publicly traded, Axios shall have the right to purchase any Shares subject to this Agreement, on the terms of this Agreement, before any proposed, attempted, purported, or apparent Transfer of the Shares becomes effective.

7.2 APPARENT TRANSFER. At all times when the common shares of Axios are not publicly traded, Axios shall have the right to purchase any Shares subject to this Agreement, on the terms of this Agreement, if, notwithstanding the restrictions of this Agreement, a Transfer of the Shares is asserted to have occurred, or it appears that a Transfer of the Shares may be deemed to have occurred, in violation of this Agreement.

7.3 TERMINATION OF EMPLOYMENT. At all times when the common shares of Axios are not publicly traded, Axios shall have the right and the obligation to purchase all Shares subject to this Agreement, on the terms of this Agreement, in the event of termination of Employee's employment with Axios. The purchase right and obligation shall arise regardless of the reason for termination of employment, whether due to death, disability, resignation, retirement, firing, layoff, or any other cause.

7.4 MANNER AND TIMING OF EXERCISE. Axios may exercise optional purchase rights under this SECTION 7 by giving written notice to the last known holder of the Shares subject to the purchase rights at any time within 180 days after receiving actual knowledge of the facts giving rise to purchase rights under this SECTION 7.

## SECTION 8: PURCHASE PRICE

8.1 PURCHASE PRICE. The Purchase Price for Shares purchased under this Agreement shall be the price that would be applicable, on either the date of the termination of Employee's employment with Axios or the date of Axios' notice of exercise of purchase rights pursuant to paragraph 7.4, to any issuance of stock or stock options of the same class of shares to employees of Axios using the valuation method or price adopted by Axios for use in connection with any stock option, stock bonus, or similar plan. Such method or price shall not include any minority, marketability, or other discounts. As of the date of this Agreement, Axios has not adopted a valuation method for the Shares.

8.2 TRANSACTION PRICE OPTION. For any Transfer involving an applicable price or valuation other than that provided in paragraph 8.1, Axios may at its option elect to pay the purchase price applicable to such Transfer in lieu of the Purchase Price determined under paragraph 8.1, and the purchase price applicable to such Transfer shall then be deemed the Purchase Price for purposes of this Agreement. Examples of such an applicable price or valuation include, but are not limited to, the purchase price: (1) stated in an accepted third party offer for the Shares, in an offer extended by Employee to sell the Shares to a third party, or in an agreement for the purchase of the Shares; or (2) determined or ordered by a court; or (3) accepted, agreed upon, or paid in an execution sale.

## SECTION 9: PAYMENT TERMS

9.1 CLOSING. The Closing of any purchase of Shares under this Agreement shall be held at a time and place determined by Axios on the first Closing Date that falls at least 60 days after either the date of the termination of Employee's employment with Axios or the date of Axios' notice of exercise of purchase rights pursuant to paragraph 7.4; provided, however, that the Closing may be held on any other date mutually agreed to in writing by Axios and Employee. At the Closing, Employee shall tender all stock certificates representing the

Shares being purchased to Axios, and Axios shall pay the first payment to Employee, if it is due at the Closing.

9.2 DETERMINATION OF CLOSING DATE. Axios shall insure that at least one Closing Date is designated to fall within each fiscal year of the Corporation, either by designation of one or more specific dates or by adoption of a policy establishing or providing a method for determining Closing Dates on a general basis. For the avoidance of doubt, Axios may in this manner designate more than one Closing Date in any particular fiscal year but is not required to designate more than one.

9.3 MANNER OF PAYMENT. Payments of the Purchase Price may be paid by check or by wire transfer in the discretion of Axios.

9.4 PAYMENT TERMS. If the Purchase Price is \$25,000 or less, the entire Purchase Price shall be paid in a single installment at the Closing. Otherwise, the Purchase Price shall be paid, subject to the limits of paragraphs 9.6 and/or 9.7, if applicable, in up to five payments, as follows:

- (1) the first payment shall be in the amount of the greater of \$25,000 or one-fifth of the total Purchase Price, less any adjustments and offsets, and shall be due at the Closing; and
- (2) the remaining payments shall be in the amount of the greater of \$25,000 or the amount necessary to amortize the balance remaining after the first payment, with interest as provided in paragraph 9.9, in four equal annual payments, and shall be due on the each of the first through fourth anniversaries of the Closing.

9.5 TRANSACTION TERMS OPTION. For any Transfer involving specified payment terms (as, for example, an accepted third party offer for the Shares, an offer to sell the Shares to a third party, or an agreement with a third party for the purchase of the Shares), Axios may at its option elect to pay the Purchase Price on the payment terms applicable to such Transfer in lieu of the payment terms specified in this SECTION 9.

9.6 LIMIT PER APPLICABLE LAW. The parties acknowledge that Virginia law imposes limits on the distributions that corporations may make to their shareholders. Therefore, notwithstanding any other provision of this Agreement, the Purchase Price payment(s) shall be reduced in amount and extended over a longer period of time to the extent made necessary by any limits imposed by applicable law on the amounts that may be distributed to shareholders.

9.7 LIMIT TO AVOID EXCESSIVE CASH DEPLETION. The parties acknowledge that, like other operating businesses, Axios needs a reasonable level of working capital and available cash flow. Therefore, notwithstanding any other provision of this Agreement, the Purchase Price payment(s) shall be reduced in amount and extended over a longer period of time to the extent necessary to limit the total amount Axios pays to all shareholders to purchase shares of Axios in any one fiscal year to 5% of Axios' Fee-Bearing Revenue for the immediately preceding fiscal year.

9.8 PRORATION AND FULL PAYMENT. If any reductions and extensions are made under paragraphs 9.6 and/or 9.7 with respect to the purchase of any Shares, the reductions shall be made on a *pro rata* basis (based on the total amounts required to be paid to each selling shareholder of Axios during the fiscal year) with all other purchases subject to such limitations, and Axios shall insure that the entire Purchase Price and accrued interest is ultimately paid for the Shares as soon as possible in accordance with this Agreement and in light of such limitations.

9.9 INTEREST. If the entire Purchase Price is not paid at the Closing, interest on the unpaid balance shall begin to accrue on the date immediately following the Closing. The interest rate shall be the prime rate (as published in the *Wall Street Journal* on the last business day before the Closing) plus 0.75%. If no prime rate is published in the *Wall Street Journal* on said business day, the prime rate offered on said business day by any U.S. commercial bank selected by Axios shall be used to determine the applicable interest rate. The interest rate shall remain fixed at such rate throughout the payment period.

9.10 RIGHT OF OFFSET. All or any portion of the Purchase Price for Shares purchased under this Agreement may be offset by:

- (1) any indebtedness owed by Employee to Axios; and/or
- (2) any costs incurred by Axios in defending the title to the Shares purchased, clearing any encumbrances or clouds on title to the Shares purchased, or otherwise obtaining good and marketable title to the Shares purchased, as required under paragraph 10.2.

Any such offsets may be applied to the first and/or later payments in the sole discretion of Axios.

9.11 PREPAYMENT. In any purchase of Shares under this Agreement which involves one or more payments due after the Closing, Axios may, but is not required to, prepay all or any portion of any such payments without notice or penalty. All such prepayments shall be credited when made against the payment or payments that become due immediately after the prepayment, and the accrual of interest and resulting size of one or more future payments shall be adjusted accordingly.

## SECTION 10: TRANSFER ISSUES

10.1 EFFECTIVE DATE OF TRANSFER. Title to and all other rights in any Shares purchased by Axios under this Agreement shall transfer to Axios immediately upon either the date of termination of Employee's employment with Axios or the date of Axios' notice of exercise of purchase rights pursuant to paragraph 7.4, regardless of whether the certificates representing the purchased Shares have been received or whether any other conditions have or have not occurred, and notwithstanding the fact that the Purchase Price will not yet have been paid. After such notice or event, the sole recourse of Employee shall be recovery of any unpaid portion of the Purchase Price, and Employee shall have no status or rights as a shareholder of Axios.

10.2 DELIVERY OF CERTIFICATES AND TITLE. Prior to and as a condition of payment of the Purchase Price for any Shares repurchased under this Agreement, except for Shares for which Axios then holds the certificates in escrow, the holder of the Shares shall first deliver all certificates representing the repurchased Shares (and/or affidavit of lost certificate with full indemnity and bond acceptable to Axios as to any lost certificates) and shall execute and deliver all instruments necessary to transfer the Shares to Axios, free and clear of all taxes, debts, claims, judgments, liens, and encumbrances.

## SECTION 11: CO-SALE

11.1 CO-SALE AGREEMENT. If more than 50% of the voting shares of Axios vote or agree to sell shares of Axios to a third party or parties (either all shares or a controlling interest in Axios), Employee agrees to participate in such transaction and to sell all (or a corresponding proportion if less than all shares of Axios are to be sold) of Employee's Shares to the purchaser(s) on the terms of the transaction.



I AGREE TO THE IMMEDIATELY PRECEDING PARAGRAPH 11.1: \_\_\_\_\_ [Employee initials]

## SECTION 12: GENERAL

12.1 SUCCESSORS. Subject to the restrictions on transfer provided herein, this Agreement shall bind, inure to the benefit of, and be enforceable by the successors of the parties hereto and the holders from time to time of any of the Shares.

12.2 NO REPRESENTATIONS OR INDUCEMENTS. Each party acknowledges and represents that it has not been induced to enter into this Agreement or issue or acquire the Shares by any representations, promises, or other inducements not specifically stated in this Agreement.

12.3 NO TAX OR OTHER ADVICE. Employee acknowledges and represents that neither Axios nor its attorneys or accountants have provided tax, legal, investment, financial, or other advice to Employee with respect to the Shares. Employee is advised to promptly seek independent tax, legal, investment, financial, and other advice, as Employee deems appropriate, as to the decision to acquire the Shares and the taxability, tax reporting requirements, investment value, advisability and timing of sale or other transfer, of any of the Shares, and all other aspects of the Shares.

12.4 SEVERABILITY. If any provision of this Agreement is held to be unenforceable to any extent, the unenforceable provision shall be enforced to the fullest extent permissible and/or reformed by the court so as to be enforceable to the fullest extent permissible (whether in duration, geographic scope, nature or scope of services, or otherwise) consistent with the intent of the parties as expressed in such provision, and the other provisions shall remain in full force and effect.

12.5 NOTICES. All notices required under this Agreement shall be given in writing and delivered by reputable commercial courier, specifying same day or overnight delivery, or by certified mail, to the last known address of the party being notified. Except where this Agreement calls for actual receipt, notice shall be effective upon the earliest of:

- (1) delivery as addressed; or
- (2) the first attempt at delivery by the courier or postal service; or
- (3) the third business day after mailing by certified mail.

12.6 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without giving effect to choice of law principles; provided, however, that, to the extent required by law, the securities or "blue sky" laws of any other state or similar jurisdiction in which an offering of the Shares has been made to Employee may apply to certain aspects of this Agreement.

12.7 ARBITRATION OF DISPUTES. All disputes arising under this Agreement or otherwise in connection with Employee's acquisition, ownership, or actual or attempted disposition of the Shares shall be submitted to binding arbitration conducted by and in accordance with the rules and procedures of The McCammon Group or, in the event of unavailability of The McCammon Group, any independent alternative dispute resolution organization designated by Axios. The arbitration hearing shall be conducted in Fairfax County, Virginia, before a single arbitrator and shall be held within 60 days following the initial filing of the claim. The arbitrator shall have the power to award damages and/or injunctive or other equitable relief, whether interim, temporary, and/or permanent, to the extent requested by a party. The arbitration award shall be rendered at, or within five business days after, the conclusion of the arbitration hearing. Judgment on the arbitration award may be entered and enforced in any court of competent jurisdiction. Each party shall timely pay the fees required of it by The McCammon Group or other dispute resolution organization in order to avoid any delay

in the proceeding. Notwithstanding the foregoing, either party may seek and obtain equitable relief (but not declaratory relief) in any court of competent jurisdiction.

12.8 ATTORNEY'S FEES. In any arbitration, lawsuit, or other proceeding arising under this Agreement, the prevailing party shall be awarded its reasonable attorney's fees and other costs incurred.

12.9 FAIR INTERPRETATION. The parties agree that this Agreement is to be interpreted in accordance with the reasonable and fair meaning of its terms, rather than being construed against any party as the draftsman of all or any part.

12.10 ENTIRE AGREEMENT. This document states the complete, final, and exclusive agreement of the parties concerning its subject and supersedes all earlier oral or written agreements, representations, promises, negotiations, and other communications between the parties. The terms of this Agreement may only be amended, supplemented, or waived by a later writing signed by the parties.

12.11 ACKNOWLEDGEMENT. Employee acknowledges and represents that Employee has read this Agreement, understands it, has had adequate opportunity to consult tax, legal, investment, financial, and other advisors concerning it, and agrees to be bound by all of its terms.

INTENDING TO BE LEGALLY BOUND, the parties have signed this Employee Stock Agreement on the dates stated below.

AXIOS, INC.

EMPLOYEE

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: David P. Hayes

Name: Enter Employee Name

Title: President

Date: \_\_\_\_\_, 2011

Date: \_\_\_\_\_, 2011

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

\_\_\_\_\_