**Exhibit 99.1**

**SEVERANCE FOLLOWING CHANGE OF CONTROL AGREEMENT**

This Agreement (the “Agreement”) is entered into as of the 8th day of April, 2016 by and between PASSUR Aerospace, Inc. (PASSUR) and David M. Henderson (“Henderson”).

**WHEREAS** Henderson is employed by PASSUR, and because of such employment, possesses detailed knowledge of PASSUR and its business and operations;

**WHEREAS** Henderson’s continued service to PASSUR is very important to the future success of PASSUR;

**WHEREAS,** PASSUR desires to enter into this Agreement to provide Henderson with certain financial protection, as contemplated by Henderson’s May 21, 2015 offer letter, in the event that Henderson’s employment terminates after a Change of Control, and thereby to provide Henderson with incentives to remain with the Company; and

**WHEREAS** the Board of Directors of the Company (the “Board”) acting through the Compensation Committee determined, in connection with the execution of Henderson’s May 21, 2015 offer letter, that it was in the best interests of PASSUR to enter into this Agreement.

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PASSUR and Henderson agree as follows:

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|  | **1.** | **Definitions** |

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|  | (a) | Cause As used in this Agreement, “Cause” shall include: (i) dishonesty with respect to PASSUR or any affiliate, parent or subsidiary of PASSUR; (ii) insubordination; (iii) malfeasance or nonfeasance of duty; (iv) unauthorized disclosure of confidential information; (v) breach of any non-compete, confidentiality or similar agreement or obligation; or (vi) conduct prejudicial to the business of PASSUR or any affiliate, parent or subsidiary of PASSUR. The Board shall have sole discretion to determine the existence of “Cause,” and its determination will be conclusive on Henderson and PASSUR; provided that the Board may delegate its power to act under this paragraph (a) to a committee of the Board in which case the determination of such committee shall be conclusive. “Cause” is not limited to events which have occurred prior to the termination of Henderson’s service, nor is it necessary that the Board’s finding of “Cause” occur prior to such termination. If the Board determines, subsequent to Henderson’s termination of service, that either prior or subsequent to Henderson’s termination Henderson engaged in conduct which would constitute “Cause,” then Henderson shall have no right to receive or retain any benefit or compensation under this Agreement. |

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|  | (b) | Change of Control As used in this Agreement, a “Change of Control” shall mean the occurrence of any of the following events: |

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|  | (i) | Ownership Any “Person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes the “Beneficial Owner” (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of PASSUR representing fifty percent (50%) or more of the total voting power represented by PASSUR’s then outstanding voting securities (excluding for this purpose any such voting securities held by PASSUR, or any affiliate, parent or subsidiary of PASSUR, or by any employee benefit plan of PASSUR) pursuant to a transaction or a series of related transactions which the Board does not approve; or |

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|  | (ii) | Merger/Sale of Assets (A) A merger or consolidation of PASSUR whether or not approved by the Board, other than a merger or consolidation which would result in the voting securities of PASSUR outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) at least fifty percent (50%) of the total voting power represented by the voting securities of PASSUR or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; (B) or the stockholders of PASSUR approve an agreement for the sale or disposition by PASSUR of all or substantially all of PASSUR’s assets; or |

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|  | (iii) | Change in Board Composition A change in the composition of the Board, as a result of which less than a majority of the directors are Incumbent Directors. “Incumbent Directors” shall mean directors who either (A) are directors of PASSUR as of the date of this Agreement, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of Incumbent Directors, or by a committee of the Board made up of at least a majority of the Incumbent Directors, at the time of such election or nomination (but shall not include an individual whose election of nomination is in connection with an actual or threatened proxy contest relating to the election of directors to PASSUR). |

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|  | (c) | Good Reason As used in this Agreement, “Good Reason” shall mean, after a change of control: |

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|  | (i) | A material reduction of Henderson’s authority or responsibilities as compared, in each case as compared to Henderson’s authority or responsibilities on the date immediately preceding the Change of Control; |

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|  | (ii) | A reduction of Henderson’s base salary or bonus earning potential not agreed to by Henderson as compared to Henderson’s base salary or bonus earning potential immediately prior to the Change of Control; or |

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|  | (iii) | A change in the location of Henderson’s primary workplace to a location that is further from Henderson’s home than the location of Henderson’s primary workplace immediately prior to Change in Control. |

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|  | **2.** | **Change of Control Severance** |

In the event that a Change of Control occurs and within a period of nine (9) months following the Change of Control, either:

(a) Henderson’s employment is terminated by the succeeding company for any reason other than for Cause, or

(b) Henderson terminates Henderson’s employment for Good Reason,

then, subject to Henderson’s executing and permitting to take effect a full and general release of all claims against PASSUR and the succeeding company and all of its affiliates, parents or subsidiaries, and its and their officers, directors, employees, and agents, in a form satisfactory to PASSUR and the succeeding company, Henderson shall receive nine months’ base salary less all customary and required taxes, payable at PASSUR’s sole discretion, in a lump sum or in installments in accordance with PASSUR’s normal payroll practices.

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|  | **3.** | **No Impact On Employment Status** |

This Agreement is not intended to confer, and shall not be interpreted as conferring, any additional employment rights on Henderson, and has no impact on either party’s right to terminate Henderson’s employment under contract or applicable law.

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|  | **4.** | **Entire Agreement / No Duplication of Compensation or Benefits** |

This Agreement contains the entire agreement between PASSUR and Henderson with respect to the subject matter of this Agreement and supersedes all prior oral or written agreements, understandings and representations relating to the subject matter of this Agreement. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. The terms of this Agreement shall replace any agreement, policy or practice which otherwise would obligate PASSUR to provide any severance compensation to Henderson, *provided* that this Agreement shall not be construed to limit *otherwise* Henderson’s rights, if any, to payments or benefits under any pension plan, deferred compensation, stock, stock option or similar plan sponsored by PASSUR.

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|  | **5.** | **Modifications and Amendments** |

The terms and provisions of this Agreement may be modified or amended only by written agreement executed by PASSUR and Henderson.

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|  | **6.** | **Governing Law** |

This Agreement shall be construed in accordance with and governed by the law of the State of Connecticut, without giving effect to the conflict of law principles thereof.

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

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|  | PASSUR AEROSPACE, INC. | |
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|  | By: | /s/ James T. Barry |
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|  |  | James T. Barry, President & CEO |
|  |  |  |
|  |  |  |
|  | /s/ David M. Henderson | |
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|  | DAVID M. HENDERSON | |