

SECOND AMENDMENT
TO
THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

THIS SECOND AMENDMENT to Third Amended and Restated Loan and Security Agreement (this "Amendment") is entered into this 6th day of November, 2007, by and between Silicon Valley Bank ("Bank") and GlobalOptions, Inc., a Delaware corporation and The Bode Technology Group, Inc. (collectively, the "Borrower") each of whose address is 1615 L St., Suite 300, Washington, DC 20036.

RECITALS

A. Bank and Borrower have entered into that certain Third Amended and Restated Loan and Security Agreement dated as of May 14, 2007, as amended by a First Amendment, dated June 27, 2007 (as the same may from time to time be amended, modified, supplemented or restated, the "Loan Agreement").

B. Bank has extended credit to Borrower for the purposes permitted in the Loan Agreement.

C. Borrower has requested that Bank amend the Loan Agreement to (i) revise certain covenants thereunder and (ii) make certain other revisions to the Loan Agreement as more fully set forth herein.

D. Bank has agreed to so amend certain provisions of the Loan Agreement, but only to the extent, in accordance with the terms, subject to the conditions and in reliance upon the representations and warranties set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. DEFINITIONS. Capitalized terms used but not defined in this Amendment shall have the meanings given to them in the Loan Agreement.

2. AMENDMENTS TO LOAN AGREEMENT

2.1 Section 6.2(a) is hereby amended in part, to (a) delete the "and" after subsection (v) thereof, (b) delete the period at the end of subsection (vi) and insert "; and" in its place; and (c) add the following new subsection (vii) to the end of the existing Section as follows:

"(vii) upon request of Bank, weekly, as of the last Business Day of each week, reports of all cash and Cash Equivalents held at other financial institutions, in form and substance satisfactory to Bank."

2.2 Section 6.3(c) of the Loan Agreement is hereby amended, in part, to delete the dollar amount "\$10,000,000" and replace it with the dollar amount "\$20,000,000" therein.

2.3 Section 6.8(a) of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"(a) Maintain Borrowers', Guarantor's and Borrowers' Subsidiaries' depository and operating accounts and securities accounts with Bank or Bank's Affiliates; provided, however, that such entities may maintain no more than \$100,000 in petty cash, in the aggregate at any one time, at other financial institutions."

2.4 Section 6.9(a) of the Loan Agreement is hereby amended, in part, to add the following new sentence to the end of such Section:

"Notwithstanding anything to the contrary in the foregoing, for the periods ending August 31 and September 30, 2007, the calculation of Liquidity, for purposes of the covenant set forth in this Section 6.9(a) only, will include, in addition to the items listed above, cash and Cash Equivalents held by Borrower at other financial institutions."

2.5 The definition of "EBDA" in Section 13.1 of the Loan Agreement is hereby amended, in part, to add the following new sentence to the end of such definition:

"Notwithstanding anything to the contrary in the foregoing, for the period ending August 31, 2007 through the period ending January 31, 2008, EBDA shall also include, to the extent deducted in the calculation of Net Income, up to \$750,000 per month in actual cash expenses incurred directly in connection with the Equity Event, from September 1, 2007 through November 30, 2007."

2.6 The definition of "Revolving Line" in Section 13.1 of the Loan Agreement is hereby deleted in its entirety and replaced with the following:

"REVOLVING LINE" is an Advance or Advances in an amount equal to Twenty Million Dollars (\$20,000,000.00)."

3. LIMITATION OF AMENDMENTS.

3.1 The amendments set forth in SECTION 2, above, are effective for the purposes set forth herein and shall be limited precisely as written and shall not be deemed to (a) be a consent to any amendment, waiver or modification of any other term or condition of any Loan Document, or (b) otherwise prejudice any right or remedy which Bank may now have or may have in the future under or in connection with any Loan Document.

3.2 This Amendment shall be construed in connection with and as part of the Loan Documents and all terms, conditions, representations, warranties, covenants and agreements set forth in the Loan Documents, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. REPRESENTATIONS AND WARRANTIES. To induce Bank to enter into this Amendment, Borrower hereby represents and warrants to Bank as follows:

4.1 Immediately after giving effect to this Amendment (a) the representations and warranties contained in the Loan Documents are true, accurate and complete in all material respects as of the date hereof (except to the extent such representations and warranties relate to an earlier date, in which case they are true and correct as of such date), and (b) no Event of Default has occurred and is continuing;

4.2 Borrower has the power and authority to execute and deliver this Amendment and to perform its obligations under the Loan Agreement, as amended by this Amendment;

4.3 The organizational documents of Borrower delivered to Bank on the Closing Date remain true, accurate and complete and have not been amended, supplemented or restated and are and continue to be in full force and effect;

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4.4 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, have been duly authorized;

4.5 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not and will not contravene (a) any law or regulation binding on or affecting Borrower, (b) any contractual restriction with a Person binding on Borrower, (c) any order, judgment or decree of any court or other governmental or public body or authority, or subdivision thereof, binding on Borrower, or (d) the organizational documents of Borrower;

4.6 The execution and delivery by Borrower of this Amendment and the performance by Borrower of its obligations under the Loan Agreement, as amended by this Amendment, do not require any order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by any governmental or public body or authority, or subdivision thereof, binding on either Borrower, except as already has been obtained or made; and

4.7 This Amendment has been duly executed and delivered by Borrower and is the binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, liquidation, moratorium or other similar laws of general application and equitable principles relating to or affecting creditors' rights.

5. COUNTERPARTS. This Amendment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

6. EFFECTIVENESS. This Amendment shall be deemed effective upon (a) the due execution and delivery to Bank of this Amendment by each party hereto and (b) Borrower's payment of all of Bank's legal costs and expenses in connection herewith.

[Signature page follows.]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

BANK:
SILICON VALLEY BANK

BORROWER:
GLOBALOPTIONS, INC.

By: /s/ Megan Scheffel

Name: Megan Scheffel

Title: Senior Vice President

By: /s/ Jeffrey O. Nyweide

Name: Jeffrey O. Nyweide

Title: Chief Financial Officer

THE BODE TECHNOLOGY GROUP, INC.

By: /s/ Jeffrey O. Nyweide

Name: Jeffrey O. Nyweide

Title: Chief Financial Officer
