

WINPROBE CORPORATION
STOCKHOLDERS' AGREEMENT

THIS STOCKHOLDERS' AGREEMENT (this "Agreement") is entered into as of July 2, 2009 by and among WinProbe Corporation, a Delaware corporation (the "Company"), and the Persons named in **Schedule A** hereto (the "Holders").

RECITALS

- A. The Holders own all of the shares of capital stock of the Company; and
- B. The Holders are entering into this Agreement in order to make provisions for the future disposition of such shares, the governance of the Company and other matters.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS; EFFECT

1.1 Definitions. As used herein in this Agreement, the following terms shall have the following respective meanings:

"Adversely Affected Holder" has the meaning specified in **Section 5.4**.

"Agreement" has the meaning specified in the **Preamble**.

"Capital Securities" means, as to any Person that is a corporation, the authorized shares of such Person's capital stock, including all classes and series of common, preferred, voting and nonvoting capital stock, and, as to any partnership, limited liability company or other non-corporate entity, the ownership interests in such Person, including, without limitation, the right to share in profits and losses, the right to receive distributions of cash and property, and the right to receive allocations of items of income, gain, loss, deduction and credit and similar items from such Person, whether or not such interests include voting or similar rights entitling the holder thereof to exercise control over such Person.

"Common Stock" means the common stock, \$0.001 par value per share, of the Company.

"Company" has the meaning specified in the **Preamble**.

"Company Securities" means any Capital Securities or securities exercisable for a convertible into or exchangeable for Capital Securities of the Company issued and outstanding at any time.

“Convertible Securities” means securities, contract rights, notes, obligations, options, warrants, or other rights that are directly or indirectly exercisable for, convertible into, or exchangeable for shares of Capital Securities of the Company.

“Designated Purchaser” has the meaning specified in **Section 3.2(a)**.

“Excluded Securities” means the following: (i) Company Securities offered pursuant to a registration statement filed under the Securities Act; (ii) Company Securities issued in consideration of the acquisition of another Person or business by the Company by merger, consolidation, amalgamation, exchange of shares, the purchase of substantially all of the assets or otherwise; (iii) Common Stock issued to any employees, officers, directors, consultants or advisors of the Company pursuant to a Company equity incentive plan; (iv) Company Securities issued to the Company’s stockholders upon any stock split, stock dividend, combination or other similar event with respect to the Common Stock; (v) Company Securities issued as so-called equity kickers as part of an offering of debt securities by the Company *provided* that, in the good faith judgment of the Board, such Company Securities are not the principal pricing feature of such debt offering; and (vi) Company Securities issuable upon conversion or exercise of any Convertible Securities outstanding as of the date of this Agreement.

“Family Member” means, as applied to any individual, such individual’s spouse, children (including stepchildren or adopted children), grandchildren, parents or siblings thereof, and any trust or other estate planning vehicle created for the primary benefit of any one or more of them.

“Fully Diluted Basis” means at any time the sum of (x) the number of issued and outstanding shares of Common Stock at such time, whether or not vested, plus (y) the total number of shares of Common Stock issuable upon the exercise or conversion of all Convertible Securities issued and outstanding at such time.

“Holders” has the meaning specified in **Preamble**.

“Majority Holders” means, at any time, the holder(s) of a majority of the issued and outstanding Common Stock of the Company on a Fully Diluted Basis.

“New Securities” means any Company Securities, whether authorized or not, *provided*, however, that “New Securities” does not include Excluded Securities.

“Notice of Proposed Sale” has the meaning specified in **Section 3.2(a)**.

“Offered Securities” has the meaning specified in **Section 3.2(a)**.

“Person” or **“persons”** means an individual, partnership, corporation, association, trust, joint venture, unincorporated organization and any government, governmental department or agency or political subdivision thereof.

“Proposed Transferee” has the meaning specified in **Section 3.2**.

“Purchasing Investors” has the meaning specified in **Section 3.2(b)**.

“Right of First Refusal Holder” has the meaning specified in **Section 3.2(b)**.

“Sale of the Company” means any of the following: (a) a merger or consolidation of the Company into or with any other Person or Persons, or a Transfer of Company Securities in a single transaction or a series of transactions, in which, in any case, the stockholders of the Company immediately prior to such merger, consolidation or Transfer, or first of such series of transactions, possess less than a majority of the voting power of the Company or any successor entity’s issued and outstanding Capital Securities immediately after such transaction (*provided* that the Company’s issuance for its own account of its Company Securities in a transaction having such an effect shall not be a **“Sale of the Company”**); or (b) a single transaction or series of transactions, pursuant to which a Person or Persons who are not direct or indirect wholly-owned subsidiaries of the Company acquire all or substantially all of the Company’s assets determined on a consolidated basis.

“Securities Act” means the United States Securities Act of 1933, as amended, or any similar federal statute and the rules and regulations of the SEC thereunder, all as the same shall be in effect at the time.

“Securities Laws” means the Securities Act, the Securities Exchange Act of 1934, as amended, applicable state securities laws and all rules and regulations promulgated under all such laws.

“Tag Offer” has the meaning specified in **Section 3.3**.

“Transfer” means, with respect to the Company Securities, any transfer, sale, gift, exchange, assignment, pledge or other disposition by a Holder or any agreement by such Holder restricting such Holder’s voting of Company Securities, and in the case of a Holder that is not an individual, a Transfer of any Company Securities held by such Holder shall be deemed to have been made if any equity interest in such Holder is directly or indirectly transferred, sold, given, exchanged, assigned, pledged or otherwise disposed of to any other Person.

“Transferring Holder” has the meaning specified in **Section 3.2**.

ARTICLE 2

AFFIRMATIVE COVENANTS OF THE COMPANY **AND THE STOCKHOLDERS**

2.1 **Information Rights.** Each Holder shall be furnished by the Company with (i) unaudited annual financial statements within ninety (90) days after the end of the fiscal year, (ii) unaudited quarterly financial statements within thirty (30) days after the end of each quarter and (iii) any other information which any Holder may reasonably request. These financial statements must be prepared in accordance with generally accepted accounting principles consistently applied (except as therein noted). The Holders also may cause to be prepared or delivered such

other records as they may deem appropriate. The Company shall bear the costs of all such financial statements and reports.

ARTICLE 3

RESTRICTIONS ON TRANSFER

3.1 **Transfer Restrictions.**

(a) No Holder shall Transfer any Company Securities other than in accordance with this **Section 3**.

(b) Each Holder shall be permitted to Transfer Company Securities (i) in the case of the Holders who are not individuals, to the partners, members or stockholders thereof (as the case may be) or to any entity substantially owned or controlled by the partners, members or stockholders thereof and (ii) in the case of Holders who are individuals, to (x) any entity substantially owned or controlled by the Holder, (y) any trust or other estate planning vehicle created for the primary benefit of the Holder or (z) any Family Member; *provided* that in each case the Transferee shall hold such Company Securities subject to the same restrictions applicable hereunder to its transferor and shall agree in writing to be bound by the terms of this Agreement.

(c) Notwithstanding anything to the contrary contained in this **Section 3**, no Holder shall be permitted at any time to Transfer to any Person any Company Securities if (i) such Transfer would not be in compliance with applicable Securities Laws; (ii) if such Transfer constitutes an event of default under the terms of any indebtedness outstanding of, or other material contractual obligations of the Company, (iii) such Transfer would be to any competitor of the Company (or any of its subsidiaries or affiliates), except in connection with a Sale of the Company or with the prior written approval of the Company or (iv) such Transfer would be to a non-Accredited Investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

(d) Notwithstanding anything to the contrary contained in this **Section 3**, no Holder shall be permitted at any time to Transfer to any Person any Company Securities that remain subject to vesting or similar restrictions.

(e) The provisions of this **Section 3** supersede, and shall be controlling with respect to, any conflicting provisions contained in any other agreement between or among the Company, the Holders and other Persons.

3.2 **Rights of First Refusal.** If any Holder or any Person who acquires any Company Securities in accordance with **Section 3.1** (the “Transferring Holder”) shall propose to Transfer Company Securities to any Person (a “Proposed Transferee”) other than pursuant to **Section 3.1(b)**, such sale shall be conditioned upon the satisfaction of the following conditions precedent:

(a) Such Transferring Holder shall first offer to sell to the Company or any Persons designated by the Company as the “Purchaser” hereunder (the Company or such designees being referred to as the “Designated Purchaser”) the Company Securities that the Transferring Holder desires to sell (the “Offered Securities”), at the same price and on the terms identical in all material respects that the Transferring Holder intends to sell the Offered Securities to the Proposed Transferee; provided that the Designated Purchaser shall have no rights to acquire the Offered Securities unless the Designated Purchaser acquires all of the Offered Securities. Such offer shall be made by a written notice (the “Notice of Proposed Sale”) delivered to the Company and each Holder not less than thirty (30) days prior to the proposed Transfer. Such notice shall set forth the identity of the Proposed Transferee, the Offered Securities proposed to be sold, the terms and conditions of the proposed sale, including price per share and any other material terms and conditions or material facts relating to the proposed sale. In addition, the Transferring Holder shall provide to the Designated Purchaser all such other information relating to the Offered Securities, the Proposed Transferee and the proposed sale as the Designated Purchaser may reasonably request.

(b) If the Designated Purchaser does not accept the Transferring Holder’s offer with respect to all of the Offered Securities within thirty (30) days after receipt of the Notice of Proposed Transfer from the Transferring Holder, then each Holder holding more than ten percent (10%) of the issued and outstanding Capital Stock of the Company (the “Right of First Refusal Holders”), other than the Transferring Holder, shall have the right, exercisable after the expiration of the thirty (30) day period referenced in **Section 3.2(a)**, to purchase from the Transferring Holder the Offered Securities at the same price and on the same terms for a period of thirty (30) days. If more than one Right of First Refusal Holder elects to purchase the Offered Securities (the “Purchasing Investors”), then the Offered Securities shall be allocated among the Purchasing Investors pro rata based on the relative holdings of Capital Stock on a Fully Diluted Basis.

(c) If the Designated Purchaser or the Right of First Refusal Holders do not accept the offer made by the Transferring Holder with respect to all of the Offered Securities within the time periods provided above, then the Transferring Holder shall have the right for a period of sixty (60) days to sell all of the Offered Securities, but at not less than the price, and upon terms not more favorable to the Proposed Transferee, than were contained in the Notice of Proposed Sale. Any Offered Securities not sold within such sixty (60) day period shall continue to be subject to the requirements of this **Section 3**.

3.3 Co-Sale Rights with Holders. If any Transferring Holder or Transferring Holders shall propose to Transfer to any Person(s) any Company Securities constituting fifty percent (50%) or more of the then issued and outstanding Capital Securities of the Company, such proposed sale shall be conditioned upon receipt by each Holder other than the Transferring Holder of a binding written offer (the “Tag Offer”) (conditioned solely upon the consummation of such proposed sale) by such Proposed Transferee(s) to purchase, at the same price and upon terms and conditions identical in all material respects as are applicable to the Transferring Holder, a fraction of the Common Stock held by such Holder on a Fully Diluted Basis, the numerator of which fraction equals the number of shares of Common Stock represented by the Company Securities that the Transferring Holder intends to sell on a Fully Diluted Basis, and the denominator of which is the total number of shares of Common Stock represented by the

Company Securities held by the Transferring Holder on a Fully Diluted Basis. If the Proposed Transferee(s) states that he, she or it is or are unwilling to purchase, in the aggregate, more than a specified amount of Company Securities and one or more Holders has elected to accept the Tag Offer, then the Company Securities being transferred by the Transferring Holder and the Holders who have elected to accept the Tag Offer shall be reduced pro rata in accordance with their relative holdings of Tag Offer Common Stock on a Fully Diluted Basis. If no Holders accept the Tag Offer within thirty (30) days of receipt, the Transferring Holder shall have the right for a period of sixty (60) days from the date of the Tag Offer to sell all of the Offered Securities, but at not less than the price, and upon terms not more favorable, than the Tag Offer. Any Company Securities not sold by the end of this sixty (60) day period shall continue to be subject to the requirements of this **Section 3**. The provisions of this **Section 3.3** shall not apply to (i) Transfers pursuant to **Section 3.1(b)**, (ii) Transfers for estate planning purposes or (iii) Transfers by testamentary or intestate disposition.

3.4 Drag Along Rights. Each Holder will consent to and raise no objections against the approval of the Sale of the Company by the Majority Holders and if such Sale of the Company is structured as a sale of shares, each Holder shall sell the Company Securities held by him, her or it on terms and conditions approved by the Board and the Majority Holders. Each Holder will take all action necessary and desirable in connection with the consummation of such Sale of the Company, including, without limitation, the waiver of all appraisal rights available to any such Holder under applicable law (to the extent permitted by applicable law). Each Holder will bear its pro rata share (based upon the number of shares of Common Stock held on a Fully Diluted Basis) of the cost of any sale of Company Securities pursuant to a Sale of the Company to the extent such costs are incurred for the benefit of all Holders and are not otherwise paid by the Company or the acquiring party. Costs incurred by Holders on their own behalf will not be considered costs of the transaction hereunder.

ARTICLE 4

CONFIDENTIALITY

4.1 Confidentiality. Under no circumstances and at no time during or after the term of this Agreement will a Holder directly or indirectly, disclose, divulge, render or offer any knowledge or information with respect to the affairs or plans of the Company or any of its Subsidiaries, except in the course of the proper performance of his duties hereunder or unless otherwise in the public domain, and each Holder acknowledges and agrees that any and all such information will be received by him and held in a confidential capacity.

4.2 Enforcement. The Company and each Holder agrees that the covenants set forth in this **Section 4** shall be enforced to the fullest extent permitted by law.

ARTICLE 5

MISCELLANEOUS

5.1 **No Employment.** Each Holder agrees that this Agreement does not create an obligation of the Company or any other Person to employ such Holder, nor does it give rise to any right or expectancy with respect thereto.

5.2 **Transferees.** Each and every transferee or assignee of Company Securities from any Holder shall be bound by and subject to all the terms and conditions of this Agreement. So long as this Agreement is in effect, the Company shall require, as a condition precedent to the transfer of any Company Securities by any Holder that the transferee agrees in writing to be bound by, and subject to, the terms and conditions of this Agreement and to ensure that such transferees' transferees shall be likewise bound.

5.3 **Legends.** The Company and the Holders agree that, so long as this Agreement is in effect, all Company Securities now or hereafter held by any Holder will be stamped or otherwise imprinted with a legend in substantially the following form:

“THE SHARES EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO AGREEMENTS, COVENANTS AND RESTRICTIONS PROVIDED IN THE STOCKHOLDERS’ AGREEMENT DATED JULY 2, 2009 AS AMENDED FROM TIME TO TIME, BY AND AMONG WINPROBE CORPORATION AND THE PERSONS NAMED THEREIN. A COPY OF SUCH AGREEMENT MAY BE OBTAINED BY ANY STOCKHOLDER OF THE COMPANY UPON REQUEST WITHOUT CHARGE FROM THE SECRETARY OF THE COMPANY AT THE PRINCIPAL OFFICE OF THE COMPANY.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH SUCH ACT. IF RULE 144 OF THE SECURITIES ACT OF 1933 IS AVAILABLE TO EXEMPT ANY SUCH SALE, TRANSFER OR DISPOSITION FROM THE REQUIREMENTS OF SUCH ACT, THE ISSUER COVENANTS TO REMOVE THE LEGENDS ON THIS CERTIFICATE TO SUCH PERMIT THE SALE, TRANSFER OR DISPOSITION OF THE SECURITIES EVIDENCED BY THIS CERTIFICATE UNDER RULE 144 OF SUCH ACT.”

5.4 **Waivers and Amendments.** The obligations of the Company and the Holders hereunder may be waived (either generally or in a particular instance, either retroactively or prospectively, and either for a specified period of time or indefinitely) or amended if such waiver or amendment is consented to in writing by the Company and by the Majority Holders, *provided*, however, that if any amendment would materially and adversely affect the rights of one or more

Holders (the “Adversely Affected Holder”) in a way that is different from its effect on other Holders, such amendment shall not be effective unless consented to by a majority in interest of the Adversely Affected Holders. Each Holder shall be bound by any amendment or waiver effected in accordance with this Section, whether or not such Holder has consented to such amendment or waiver. Upon the effectuation of each such waiver or amendment, the Company shall promptly give written notice thereof to the Holders of the shares who have not previously consented thereto in writing.

5.5 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

5.6 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof and supersedes in their entirety all other or prior agreements between or among the Company and any of the Holders regarding the subjects hereof.

5.7 Notices. All demands, notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by facsimile machine (with a confirmation copy sent by one of the other methods authorized in this Section), commercial (including FedEx) or U.S. Postal Service overnight delivery service, or, deposited with the U.S. Postal Service mailed first class, registered or certified mail, postage prepaid, as set forth below:

If to the Company, addressed to:

WinProbe Corporation
11770 US Highway 1, Suite 405,
Palm Beach Gardens, Florida, 33408
Attention: W. Guy Scott, President

with a copy to:

Locke Lord LLP
525 Okeechobee Blvd., Suite 1600
West Palm Beach, Florida 33401
Facsimile: 561-655-8719
Attention: John G. Igoe, P.A.

If to the Holders, addressed to the Holders’ addresses then on file with the Company, or at such other addresses as such Holder or permitted transferee shall have furnished to the Company in writing.

Notices shall be deemed given upon the earlier to occur of (i) receipt by the party to whom such notice is directed; (ii) if sent by facsimile machine, on the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) such notice is sent if

sent (as evidenced by the facsimile confirmed receipt) prior to 5:00 p.m. Eastern Time and, if sent after 5:00 p.m. Eastern Time, on the day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) after which such notice is sent; (iii) on the first (1st) business day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) following the day the same is deposited with the commercial carrier if sent by commercial overnight delivery service; or (iv) the fifth (5th) day (other than a Saturday, Sunday or legal holiday in the jurisdiction to which such notice is directed) following deposit thereof with the U.S. Postal Service as aforesaid. Each party, by notice duly given in accordance therewith may specify a different address for the giving of any notice hereunder.

5.8 Severability. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

5.9 Titles and Subtitles. The titles of the sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

5.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together constitute one instrument.

5.11 GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF FLORIDA (WITHOUT GIVING EFFECT TO ANY CONFLICTS OR CHOICE OF LAWS PROVISIONS THEREOF THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER JURISDICTION).

5.12 CONSENT TO JURISDICTION.

(a) SUBJECT TO THE PROVISIONS OF SECTION 5.14, EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE STATE COURTS OF FLORIDA LOCATED IN PALM BEACH COUNTY AND TO THE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE RELATED AGREEMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD.

(b) EACH PARTY HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN THE COURTS OF FLORIDA

AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO RESOLVE ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XII OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF.

(c) EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS. IN ADDITION, EACH OF THE PARTIES CONSENTS TO THE SERVICE OF PROCESS BY PERSONAL SERVICE OR ANY MANNER IN WHICH NOTICES MAY BE DELIVERED HEREUNDER IN ACCORDANCE WITH ARTICLE V.

5.13 Remedies.

(a) The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have at law or in equity.

(b) Without limitation of the foregoing, the parties hereto agree that irreparable harm would occur in the event that any of the agreements and provisions this Agreement were not performed fully by the parties hereto in accordance with their specific terms or were otherwise breached, and that money damages are an inadequate remedy for breach of the Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the parties hereto in the event that this Agreement is not performed in accordance with its terms or is otherwise breached. It is accordingly hereby agreed that the parties hereto shall be entitled to seek an injunction or injunctions to restrain, enjoin and prevent breaches of this Agreement by the other parties and to enforce specifically such terms and provisions of this Agreement, such remedy being in addition to and not in lieu of, any other rights and remedies to which the other parties are entitled to at law or in equity.

(c) Except where a time period is otherwise specified, no delay on the part of any party in the exercise of any right, power, privilege or remedy hereunder shall operate as a waiver thereof, nor shall any exercise or partial exercise of any such right, power, privilege or remedy preclude any further exercise thereof or the exercise of any right, power, privilege or remedy.

5.14 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT, ANY OF THE RELATED AGREEMENTS, DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

5.15 No Third Party Beneficiary. There are no third party beneficiaries of this Agreement.

5.16 Duration. This Agreement shall be valid and continue in full force and effect until the Company's registration of its securities with the Securities and Exchange Commission for its initial public offering.

5.17 Construction and Interpretation. The parties acknowledge that each party and its counsel have jointly reviewed and drafted this document, and agree that the rule of construction and interpretation that drafting ambiguities are to be resolved against the drafting party shall not be employed.

5.18 Proportionate Adjustments on Stock Splits. In the event a stock split, stock dividend, combination, reorganization, capitalization, reclassification or other similar event involving Company Securities occurs after the date of this Agreement, the provisions of this Agreement referring to a number of shares or price per share shall be subject to proportionate adjustment to reflect such event.

5.19 Joinder. Additional parties who acquire Company Securities may be added to this Agreement by execution and delivery of a counterpart signature page by such new party and the Company. The execution and delivery of such signature page and the revision of **Schedule A** in connection therewith shall not constitute an amendment or waiver under this Agreement. Such parties will constitute Holders under this Agreement.

[Signatures on Next page]

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

COMPANY:

WINPROBE CORPORATION

By: _____
W. Guy Scott, President

HOLDERS:

[See attached Counterpart Signature Pages]

COUNTERPART SIGNATURE PAGE
TO STOCKHOLDERS' AGREEMENT
(the "Agreement")
between and among
WINPROBE CORPORATION
and the stockholders

By execution of this Counterpart Signature Page, the undersigned agrees to become a party to and be bound by the terms of the Agreement, and the undersigned shall be deemed a "Holder" under the Agreement.

[Individuals]

[Entities]

Signature

(Print or Type Name of Entity)

Print or Type Name

By: _____

Name: _____

Signature

Title: _____

Print or Type Name

Date: _____, 2016

Date: _____, 2016

ACKNOWLEDGMENT:

WinProbe Corporation hereby acknowledges execution of this Counterpart Signature Page by the above stockholder(s).

WINPROBE CORPORATION

By: _____
W. Guy Scott, President

Date: _____, 2016

SCHEDULE A

SCHEDULE OF STOCKHOLDERS

Common Stockholders

Walter Guy Scott

Helen Elisabeth Scott

Walter Guy Scott Trustee for Anneke A. E. Scott Trust #1

Walter Guy Scott Trustee for Walter J. P. O. Scott Trust #1

Walter Guy Scott Trustee for William C. A. S. Scott Trust #1

Walter Guy Scott Trustee for Cassandra O. V. A. Scott Trust #1

Helen E. Scott Trustee for Anneke A. E. Scott Trust #2

Helen E. Scott Trustee for Walter J. P. O. Scott Trust #2

Helen E. Scott Trustee for William C. A. S. Scott Trust #2

Helen E. Scott Trustee for Cassandra O. V. A. Scott Trust #2

Walter Guy and Helen E. Scott

Walter J. P. O. Scott

William C. A. S. Scott

Richard D. and Janice L. Irving

Yossi HarNov

Steven Claffey

Dean Fidele

Garry Barton

Chris Martinez

C. D. Leach

H. R. Leach

B. E. Leach