FAIRWAY TECHNOLOGIES, INC.

SHAREHOLDER AGREEMENT

THIS AGREEMENT (this "***Agreement***") is entered into as of August 23, 2000, by and among Fairway Technologies, Inc. (the "***Corporation***"), shareholders acquiring common stock of the Corporation ("***Common Stock***") in connection with the organization of the Corporation, and any holders of stock of the Corporation who hereafter become parties to this Agreement by signing a counterpart hereto in the form attached as Appendix 1 (collectively, the "***Shareholders***").

RECITALS

A. The Shareholders have acquired or will acquire shares of Common Stock as listed on Exhibit A, as updated from time to time to reflect Shareholders and their holdings of shares of Common Stock. Such shares of Common Stock, together with any additional Common Stock, preferred stock, or other capital stock of the Corporation (including securities convertible into or exercisable for shares of capital stock of the Corporation) now owned or later acquired by the Shareholders are referred to collectively as "***Shares***."

B. The Corporation and the Shareholders believe that it is in their mutual best interests to impose certain restrictions on the transfer of Shares and to set forth certain agreements regarding the voting of Shares.

C. Capitalized terms used but not otherwise defined in this Agreement have the meanings given in Section 10.

AGREEMENT

The parties agree as follows:

1. **Restrictions on Transfer of Shares.** No Shareholder may Transfer any right or interest in any Shares, except after compliance with the terms of this Agreement. Any purported Transfer in violation of this Agreement will be void. If any such Transfer is held valid by a court of competent jurisdiction notwithstanding the terms of this Agreement, the transferee of the Shares will hold them subject to the provisions of this Agreement but will have no rights under this Agreement.

2. **Permitted Transfers.** A Shareholder may Transfer Shares at any time to a Transfer Affiliate (a "***Permitted Transfer***"). A "***Transfer Affiliate***" means (i) if a Shareholder is an individual, one or more Family Members and (ii) if a Shareholder is an entity, (a) the beneficial owner of a greater than 75 percent equity interest in the Shareholder, or (b) an entity in which the Shareholder beneficially owns a greater than 75 percent equity interest. For this purpose, a "***Family Member***" of a Shareholder means a Shareholder's spouse, child, grandchild, father, mother, brother, sister, stepparent, stepchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, or a trust of which one or more Family

Members are the sole beneficiaries. Shares Transferred in a Permitted Transfer will continue to be subject to all of the terms and conditions of this Agreement, and as a condition to such Transfer, the Permitted Transfer may not be made unless the transferee executes and delivers to the Corporation a Counterpart Execution Addendum.

3. **Transfer of Shares.**

3.1 Right of First Refusal.

3.1.1 *Corporation*. A Shareholder may voluntarily Transfer Shares, but only after complying with the right of first refusal provisions of Section 3.1. If a Shareholder wishes to Transfer any Shares (other than in a Permitted Transfer in compliance with Section 2), the Shareholder must, before effecting any such Transfer, give the Corporation a Transfer Notice setting forth (i) the number of Offered Shares, (ii) the name and address of the proposed transferee, and (iii) if the proposed Transfer is for cash or other consideration, the price and terms of payment as reflected in a bona-fide written offer received by the Shareholder proposing a Transfer. If the proposed Transfer is a gift, donation, or other conveyance without consideration, the Transfer Notice will include a statement that no consideration is proposed to be paid for the Offered Shares and that the purchase price and payment terms for the right of first refusal under this Agreement will be determined as provided in Section 5 below. In either case, the Transfer Notice will constitute an offer to sell the Offered Shares, first to the Corporation, and then if not accepted by the Corporation in full, to the other Shareholders. The Corporation may purchase all or any part of the Offered Shares for the price and upon the terms and conditions set forth in the Transfer Notice (or otherwise provided in this Agreement). The Corporation may exercise its right to purchase Offered Shares by providing written notice of acceptance specifying the number of Offered Shares it will purchase within 60 days from the date of receipt of the Transfer Notice.

3.1.2 *Shareholders*. In the event that the Corporation waives or fails to timely exercise its right to purchase any portion of the Offered Shares pursuant to Section 3.1.1, the Corporation will promptly thereafter provide each non-Transferring Shareholder a written notice enclosing the Transfer Notice and specifying the number of Offered Shares not being purchased by the Corporation, the purchase price per share, and the payment terms upon which a non-Transferring Shareholder may acquire available Offered Shares. Thereafter, non-Transferring Shareholders may elect to purchase all or any part of the remaining Offered Shares by giving written notice of acceptance to the Transferring Shareholder within 30 days of notice from the Corporation, specifying the number of Offered Shares such Shareholder is electing to purchase, with a copy to the Corporation. The maximum number of Offered Shares that may be purchased by each non-Transferring Shareholder will be established by agreement among Shareholders electing to purchase Offered Shares. If no agreement can be reached, each Shareholder electing to purchase Offered Shares will have priority to purchase available Offered Shares in the same proportion as the number of Shares held by such electing Shareholder bears to the total number of Shares held by all electing Shareholders, calculated on an as-converted-to-common basis with respect to all outstanding convertible securities, rights to acquire securities, options, and warrants for which conversion rates are then-calculable.

3.1.3 *Right to Transfer; Closing Date*. In the event that the Corporation does not elect to purchase all of the Offered Shares pursuant to Section 3.1.1 and the non-Transferring Shareholders do not elect to purchase all of the remaining Offered Shares pursuant to Section 3.1.2, the offering Shareholder may thereafter transfer the remaining Offered Shares to the person listed as the proposed transferee in the Transfer Notice, provided such Transfer must be on the terms stated in the Transfer Notice. The Offered Shares will continue to be subject to all the terms and conditions of this Agreement, and as a condition to transfer, the transferee must execute and deliver to the Corporation a Counterpart Execution Addendum. If the Offered Shares are not transferred to the person specified in a Transfer Notice within 60 days of expiration of the period during which non-Transferring Shareholders are entitled to elect to purchase Offered Shares under Section 3.1.2, such Shares will again become subject to the transfer restrictions of this Agreement as if they had never been so offered. In the event the Corporation or a non-Transferring Shareholder has exercised an option pursuant to Section 3.1.1, the parties will make commercially reasonable efforts to complete the purchase and sale by no later than 30 days following the written notice by the applicable party to exercise the option.

3.2 Co-Sale Option of Shareholder. In the event that the Corporation and the non-Transferring Shareholders do not exercise rights under Section 3.1.1 with respect to all of the Offered Shares, the Transferring Shareholder may Transfer such Shares only pursuant to and in accordance with the following provisions:

3.2.1 *Co-Sale Notice*. Promptly upon expiration of the period during which a non-Transferring Shareholder may exercise a purchase option pursuant to Section 3.1.2, the Transferring Shareholder will provide notice to each non-Transferring Shareholder (the "***Co-Sale Notice***") of its right to participate in the Transfer on a pro rata basis with the Transferring Shareholder at the same price and on the same terms (the "***Co-Sale Option***"). To the extent one or more non-Transferring Shareholders exercises its Co-Sale Option in accordance with Section 3.2.2, the number of Offered Shares that the Transferring Shareholder may Transfer will be correspondingly reduced.

3.2.2 *Shareholder Acceptance*. Each of the non-Transferring Shareholders will have the right to exercise its Co-Sale Option by giving written notice of its intent to participate (the "***Co-Sale Acceptance Notice***") to the Transferring Shareholder within 15 days after receipt of the Co-Sale Notice (the "***Co-Sale Election Period***"). Each Co-Sale Acceptance Notice will indicate the maximum number of Shares the non-Transferring Shareholder wishes to sell.

3.2.3 *Allocation of Shares*. Each non-Transferring Shareholder will have the right to sell a number of Shares equal to or less than the product obtained by multiplying the total number of Offered Shares available for sale to the transferee in the Transfer by a fraction, the numerator of which is the total number of Shares owned by the non-Transferring Shareholder exercising the Co-Sale Option and the denominator of which is the total number of Shares held by all non-Transferring Shareholders and the Transferring Shareholder calculated on an as-converted-to-common basis with respect to all outstanding convertible securities, rights to acquire securities, options, and warrants for which conversion rates are then-calculable.

3.2.4 *Co-Sale Closing*. Within 10 days after the end of the Co-Sale Election Period, the Transferring Shareholder will notify each participating non-Transferring Shareholder of the number of Shares held by such non-Transferring Shareholder that will be included in the sale and the date on which the Transfer will be consummated, which will be by the date indicated in Section 3.1.3. Each participating non-Transferring Shareholder may effect its participation in the transaction by delivery to the transferee, or to the Transferring Shareholder for delivery to the transferee, of one or more instruments or certificates, properly endorsed for transfer, representing the Shares it elects to sell. At the time of sale, the transferee will remit directly to each participating non-Transferring Shareholder that portion of the sale proceeds to which the participating non-Transferring Shareholder is entitled to by reason of its participation. No Shares may be purchased by the transferee from the Transferring Shareholder unless the transferee simultaneously purchases from the participating non-Transferring Shareholder all of the Shares that it has elected to sell pursuant to Section 3.1.2.

3.2.5 *Liability of Shareholder*. Each participating non-Transferring Shareholder will be liable to the transferee only to same extent as the Transferring Shareholder with respect to representations and warranties regarding the Corporation or its business, on a several basis for each such non-Transferring Shareholder's pro rata portion, provided that each such non-Transferring Shareholder's liability with respect to such representations and warranties will not exceed the value of the proceeds received by such non-Transferring Shareholder from the sale made pursuant to Section 3.2.4 and, provided further, that no non-Transferring Shareholder will be required to make any other representations or warranties or to provide any indemnities in connection therewith other than with respect to the title to the shares being conveyed.

3.2.6 *Sale to Third Party*. Any Shares held by a Transferring Shareholder that the Transferring Shareholder desires to Transfer following compliance with Section 3.2, may be sold to the transferee only during the period specified in Section 3.1.3 and only on terms no more favorable to the Transferring Shareholder than those contained in the Transfer Notice. Promptly after such Transfer, the Transferring Shareholder will notify the Corporation, which in turn will promptly notify all the non-Transferring Shareholders, of the sale and will furnish the non-Transferring Shareholders with evidence of the completion, the time of completion, and the terms of the Transfer. The Offered Shares will continue to be subject to all the terms and conditions of this Agreement and as a condition to the effectiveness of any Transfer, the transferee must execute and deliver to the Corporation a Counterpart Execution Addendum. In the event that the Transaction Offer is not consummated within the period required by Section 3.1.3 or the transferee fails timely to remit to each participating Shareholder its respective portion of the sale proceeds, the Transaction Offer will be deemed to lapse, and any Transfer of Shares pursuant to such Transaction Offer will be in violation of the provisions of this Agreement unless the Transferring Shareholder sends a new Transfer Notice and once again complies with the provisions of Sections 3.1 and 3.2 with respect to such Transaction Offer.

4. Corporation's Option to Purchase Shares Upon Certain Events.

4.1 Option Upon Death, Involuntary Transfers, or Service Terminations. In the event that a Shareholder (an "***Affected Shareholder***") (i) dies **[**(unless the personal representative of the Shareholder is a person to whom a Permitted Transfer could be made and

provided that any Transfers by the personal representative are subject to Section 3 as voluntary Transfers unless such Transfers would qualify as Permitted Transfers if made by the deceased Shareholder), (ii) enters an agreement to, or is ordered by a court of competent jurisdiction to, Transfer Shares in connection with the dissolution of a marriage, (iii) voluntarily or involuntarily becomes subject to a Bankruptcy Event, or, (iv) in the case of a Shareholder who is an employee of or a consultant to the Corporation, is subject to a Termination, the Corporation will have the option ("***Share Purchase Option***") to purchase all or any part of the Affected Shareholder's Shares (limited to Shares subject to Transfer in the case of divorce) at the price and on the payment terms provided in Section 5. The Corporation may in its sole discretion assign all or any part of its rights under a Share Purchase Option to any person or persons approved by the Corporation's Board of Directors (the "***Board***").

4.2 Exercise of Option to Purchase. For a period of 60 days after the Corporation receives notice of, or learns of an event giving rise to, a Share Purchase Option, the Corporation or its assignee may exercise such Share Purchase Option by giving written notice to the Affected Shareholder (or his or her legal representative) during the 60-day period specifying the number of Shares that the Corporation or such assignee is electing to purchase.

4.3 Obligation of Transferees. To the extent the Corporation or its assignee fails to exercise a Share Purchase Option, the Shares subject to such option may be transferred to the applicable transferee (as to death, divorce, or other involuntary transfer) or retained by the Affected Shareholder (as to a Termination or Bankruptcy Event). The Shares will continue to be subject to all the terms and conditions of this Agreement, and as a condition to any Transfer, the transferee must execute and deliver to the Corporation a Counterpart Execution Addendum.

5. Purchase of Shares.

5.1 Purchase Price; Payment Terms. The purchase price per Share in connection with any purchase under Section 3.1 or 3.2 in connection with a proposed Transfer without consideration or exercise of a Share Purchase Option under Section 4 will be the Per Share Value (as defined in Section 5.2). The purchase price may be paid either (i) in cash on the date of purchase or (ii) by payment of 25 percent of the purchase price in cash on the date of purchase and the balance by issuance of a promissory note payable in up to 60 equal monthly installments of principal and interest on the unpaid purchase price at a rate of interest per annum equal to the Corporation's primary bank's publicly-announced "prime" rate or similar reference rate of interest as of the business day immediately preceding the date of purchase, plus 1 percent. The promissory note will be in commercially-reasonable form and include a provision authorizing prepayment without fee or penalty and customary acceleration and attorney fee provisions in connection with defaults.

5.2 Per Share Value. "***Per Share Value***" means the fair market value of a Share as agreed between the Corporation (acting through its President) and the Transferring or Affected Shareholder (or his or her legal representative), or if no such agreement can be reached, as determined by a qualified independent appraiser chosen by the Corporation, and reasonably acceptable to the Shareholder, in any case taking into account appropriate discounts for minority interests and the lack of marketability of Shares. If the Corporation is not able to choose an appraiser reasonably acceptable to the Shareholder, each party will provide a list of three

appraisers to be submitted to an arbitrator for selection of an appraiser. Each appraiser must be experienced in the valuation of businesses similar to the Corporation. Each party to the arbitration will then be allowed to eliminate two appraisers from the other party's list and the arbitrator will choose an appraiser from the remaining names based on his or her evaluation of the relative experience of the remaining appraisers and considering any cost considerations. The Shareholder and the Corporation will each pay one-half of all appraisal costs and any costs of an arbitration proceeding to select an appraiser.

6. **Drag-Along Right.**

6.1 Actions to Be Taken. In the event that the holders of at least a majority of the outstanding shares of voting capital stock then issued or issuable upon conversion of the shares of any convertible preferred stock (the "***Majority***") approve a transaction or series of related transactions in writing in which a Person, or a group of related Persons, acquires more than 50 percent of the Corporation's outstanding voting power from the Shareholders (a "***Stock Sale***"), and specifies that this Section 6 will apply to such transaction, then each Shareholder hereby agrees:

6.1.1 if such transaction requires Shareholder approval, with respect to all Shares that such Shareholder owns or over which such Shareholder otherwise exercises voting power, to vote (in person, by proxy, or by action by written consent, as applicable) (i) all Shares in favor of, and adopt such Stock Sale (together with any required amendment to the Corporation's Articles of Incorporation (the "***Articles***") in order to implement such Stock Sale), and (ii) in opposition to any and all other proposals that could reasonably be expected to delay or impair the consummation of such Stock Sale;

6.1.2 to sell the same proportion of Shares beneficially held by such Shareholder as is being sold by the Majority to the Person to whom the Majority propose to sell their Shares, and, except as permitted in Section 6.2 below, on the same terms and conditions as the Majority;

6.1.3 to execute and deliver all related documentation and take such other action in support of the Stock Sale reasonably requested by the Corporation or the Majority in order to carry out the terms and provisions of Section 6, including, without limitation, executing and delivering instruments of conveyance and transfer, any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances), and any similar or related documents;

6.1.4 not to deposit, and to cause any Affiliate not to deposit, except as provided in this Agreement, any Shares of the Corporation owned by such party or Affiliate in a voting trust, or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquiror in connection with the Stock Sale;

6.1.5 to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Stock Sale; and

6.1.6 if the consideration to be paid in exchange for the Shares pursuant to Section 6 includes any securities and the due receipt thereof by any Shareholder would require under applicable law (i) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities, or (ii) the provision to any Shareholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act of 1933, as amended, the Corporation may cause to be paid to any such Shareholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Shareholder, an amount in cash equal to the fair value (as determined in good faith by the Corporation) of the securities which such Shareholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares.

6.2 Exceptions. Notwithstanding the foregoing, a Shareholder will not be required to comply with Section 6.1 above in connection with any proposed Stock Sale (the "***Proposed Sale***") unless:

6.2.1 any representations and warranties to be made by such Shareholder in connection with the Proposed Sale are limited to representations and warranties related to authority, ownership, and the ability to convey title to such Shares, including, but not limited to, representations and warranties that (i) the Shareholder holds all right, title, and interest in and to the Shares such Shareholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Shareholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Shareholder have been duly executed by the Shareholder and delivered to the acquirer and are enforceable against the Shareholder in accordance with their respective terms, and (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of the Shareholder's obligations thereunder, will cause a breach or violation of the terms of any agreement, law, judgment, order, or decree of any court or governmental agency;

6.2.2 the Shareholder will not be liable for the inaccuracy of any representation or warranty made in connection with the Proposed Sale, other than the Corporation (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the Corporation as well as breach by any Shareholder of any identical representations, warranties, and covenants provided by all Shareholders);

6.2.3 the liability for indemnification, if any, of such Shareholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Corporation in connection with such Proposed Sale is several and not joint with any other Person (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties, and covenants of the Corporation as well as breach by any Shareholder of any identical representations, warranties, and covenants provided by all Shareholders), and is pro rata in proportion to the amount of consideration paid to such Shareholder in connection with such Proposed Sale (in accordance with the provisions of the Articles);

6.2.4 liability will be limited to such Shareholder's applicable share (determined based on the respective proceeds payable to each Shareholder in connection with such Proposed Sale in accordance with the provisions of the Articles) of a negotiated aggregate indemnification amount that applies equally to all Shareholders but that in no event exceeds the amount of consideration otherwise payable to such Shareholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Shareholder, the liability for which need not be limited as to such Shareholder;

6.2.5 upon the consummation of the Proposed Sale, (i) each holder of each class or series of the Corporation's stock will receive the same form of consideration for their shares of such class or series as is received by other holders of such same class or series of stock, (ii) each holder of a series of preferred stock will receive the same amount of consideration per share as is received by other holders of such same series, (iii) each holder of Common Stock will receive the same amount of consideration per share of Common Stock as is received by other holders of Common Stock, and (iv) unless the holders of at least 75 percent of any convertible preferred stock elect otherwise by written notice given to the Corporation at least 15 days prior to the effective date of any such Proposed Sale, the aggregate consideration receivable by all holders of preferred stock and Common Stock will be allocated among the holders of preferred stock and Common Stock on the basis of the relative liquidation preferences to which they are entitled in accordance with the Articles in effect immediately prior to the Proposed Sale; and

6.2.6 subject to Section 6.2.5 above, requiring the same form of consideration to be available to the holders of each class or series of the Corporation's stock, if any holders of the Corporation's stock are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of the Corporation's stock will be given the same option.

6.3 Restrictions on Sales of Control of the Corporation. No Shareholder will be a party to any Stock Sale unless all holders of any preferred stock are allowed to participate in such transaction and the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in the Articles in effect immediately prior to the Stock Sale, unless the holders of at least 75 percent of any preferred stock elect otherwise by written notice given to the Corporation at least 15 days prior to the effective date of any such transaction or series of related transactions.

7. **Right of Participation.**

7.1 Right of First Refusal Upon Issuance of New Securities. The Corporation hereby grants to each Shareholder the right of first refusal to purchase its pro rata share of New Securities (as defined in Section 7.1.1) that the Corporation may, from time to time, propose to sell and issue after the date of this Agreement. A Shareholder's pro rata share, for purposes of this right of first refusal, is equal to the ratio of (i) the number of shares of Common Stock owned by such Shareholder immediately prior to the issuance of New Securities (assuming full conversion and exercise of all outstanding convertible securities, rights to acquire securities, options, and warrants held by the Shareholder for which exchange or conversion rates are then-calculable) to (ii) the total number of shares of Common Stock outstanding immediately prior to

the issuance of New Securities (assuming full conversion and exercise of all outstanding convertible securities, rights to acquire securities, options, and warrants for which exchange or conversion rates are then-calculable).

7.1.1 "**New Securities**" means any capital stock (including Common Stock and any preferred stock) of the Corporation whether now authorized or not, and rights, convertible securities, options, or warrants to purchase such capital stock, and securities of any type whatsoever that are, or may become, exercisable or convertible into capital stock; provided that the term "New Securities" does not include:

(a) any securities issued or issuable to officers, employees, directors, consultants, placement agents, and other service providers of the Corporation (or any subsidiary) pursuant to stock grants, option plans, purchase plans, agreements, or other employee stock incentive programs or arrangements approved by the Board;

(b) securities issued pursuant to the conversion or exercise of warrants, options, rights to acquire securities, or convertible securities outstanding as of this date of this Agreement;

(c) securities issued or issuable as a dividend or distribution on securities of the Corporation;

(d) securities offered pursuant to a bona fide, firmly underwritten public offering pursuant to a registration statement filed under the Securities Act;

(e) securities issued or issuable pursuant to the acquisition of another corporation by the Corporation by merger, share exchange, purchase of substantially all of the assets, or other reorganization or to a joint venture agreement, provided, that such issuances are approved by the Board;

(f) securities issued or issuable to banks, equipment lessors, financial institutions, or other lenders pursuant to a loan or commercial leasing transaction approved by the Board;

(g) securities issued or issuable in connection with sponsored research, collaboration, technology license, development, OEM, marketing, or other similar agreements or strategic partnerships approved by the Board;

(h) securities issued to suppliers, third-party service providers, or customers in connection with the provision of goods or services by or to the Corporation pursuant to transactions or forms of agreements approved by the Board;

(i) securities of the Corporation that are otherwise excluded by the affirmative unanimous vote of the Board; and

(j) any right, option, or warrant to acquire any security convertible into the securities excluded from the definition of New Securities pursuant to Sections 7.1.1(a) through 7.1.1(i) above.

7.1.2 In the event the Corporation proposes to undertake an issuance of New Securities, it must give each Shareholder written notice of its intention, describing the type of New Securities, and their price and the general terms upon which the Corporation proposes to issue the same. Each Shareholder will have 10 calendar days after any such notice is given to agree to purchase such Shareholder's pro-rata share of such New Securities for the price and upon the terms specified in the notice by giving written notice to the Corporation stating the quantity of New Securities to be purchased.

7.1.3 In the event the Shareholders fail to exercise fully the right of first refusal within the 10-day period, the Corporation will have 180 days thereafter to sell or enter into an agreement (pursuant to which the sale of New Securities covered thereby must be closed, if at all, within 90 days from the date of that agreement) to sell that portion of the New Securities with respect to which the Shareholders' right of first refusal option set forth in Section 4 was not exercised, at a price and upon terms no more favorable to the purchasers thereof than specified in the Corporation's notice to Shareholders delivered pursuant to Section 7.1.2. In the event the Corporation has not sold the New Securities within the applicable time period, the Corporation may not issue or sell any New Securities without first again offering the securities to the Shareholders in the manner provided in Section 7.

8. **Standoff.** If requested by the Corporation and an underwriter of securities of the Corporation, each Shareholder agrees that such Shareholder will not sell or otherwise transfer or dispose of any securities of the Corporation held by Shareholder, or any interest in or options relating to such securities, during the period required by the underwriters following and including the effective date of a registration statement covering registration of the securities of the Corporation of any class, which period will not exceed 180 days.

9. **Voting Provisions Regarding Board of Directors.**

9.1 Number of Directors. Each Shareholder agrees to vote, or cause to be voted, all voting capital stock owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as is necessary to ensure that the size of the Board is set and remains at two directors.

9.2 Board Composition. Each Shareholder agrees to vote, or cause to be voted, all voting capital stock owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as is necessary to ensure that at each annual or special meeting of shareholders at which an election of directors is held or pursuant to any written consent of the shareholders, the following persons are elected to the Board:

9.2.1 For so long as Paul Havel and his Transfer Affiliates to whom he has made a Permitted Transfer hold at least 50,000 shares of Common Stock (as adjusted for any stock dividends, combinations, stock splits, recapitalizations, or the like), one individual designated by Paul Havel and his Transfer Affiliates to whom he has made a Permitted Transfer, which individual will initially be Paul Havel; and

9.2.2 For so long as Clifton Molatore and his Transfer Affiliates to whom he has made a Permitted Transfer hold at least 50,000 shares of Common Stock (as adjusted for any stock dividends, combinations, stock splits, recapitalizations, or the like), one individual designated by Clifton Molatore and his Transfer Affiliates to whom he has made a Permitted Transfer, which individual will initially be Clifton Molatore.

9.3 Voting. To the extent that any of Sections **Error! Reference source not found.** through 9.2.2 above is not applicable, any member of the Board who would otherwise have been designated in accordance with the terms thereof will instead be voted upon by all the shareholders of the Corporation entitled to vote thereon in accordance with, and pursuant to, the Articles.

9.4 Failure to Designate a Board Member. In the absence of any designation from the Persons or groups with the right to designate a director as specified above, the director previously designated by them and then serving will be reelected if still eligible to serve as provided herein.

9.5 Removal of Board Members. Each Shareholder also agrees to vote, or cause to be voted, all voting capital stock owned by such Shareholder, or over which such Shareholder has voting control, from time to time and at all times, in whatever manner as is necessary to ensure that:

9.5.1 no director elected pursuant to Sections 9.2 or 9.4 of this Agreement may be removed from office other than for cause unless (i) such removal is directed or approved by the affirmative vote of the Person or Persons entitled under Section 9.2 to designate that director or (ii) the Person or Persons originally entitled to designate or approve such director pursuant to Section 9.2 are no longer entitled to designate or approve such director;

9.5.2 any vacancies created by the resignation, removal, or death of a director elected pursuant to Sections 9.2 or 9.4 will be filled pursuant to the provisions of this Section 9; and

9.5.3 upon the request of any party entitled to designate a director as provided in Section 9.2 to remove such director, such director will be removed.

9.5.4 All Shareholders agree to execute any written consents required to perform the obligations of this Agreement, and the Corporation agrees at the request of any party entitled to designate directors to call a special meeting of stockholders for the purpose of electing directors.

9.6 No Liability for Election of Recommended Directors. No Shareholder, nor any Affiliate of any Shareholder, will have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Corporation, nor will any Shareholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

10. **Definitions of Certain Terms.**

10.1 "***Affiliate***" means a Person who, directly or indirectly, controls, is controlled by, or is under common control with another Person, including, without limitation, any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, such Person.

10.2 "***Bankruptcy Event***" means voluntarily or involuntarily becoming a debtor under the United States Bankruptcy Code (and, if involuntary, not discharging such proceeding within 30 days), making a general assignment for the benefit of creditors, or permitting any Shares to be attached or levied upon or to become subject to judicial sale or execution of judgment.

10.3 "***Counterpart Execution Addendum***" means a counterpart signature page to this Agreement in the form attached as Appendix 1.

10.4 "***Offered Shares***" means Shares offered for sale pursuant to Section 2.

10.5 "***Person***" means an individual, firm, corporation, partnership, association, limited liability company, trust, or any other entity.

10.6 "***Termination***" means that employment with the Corporation or services as a full-time consultant to the Corporation are voluntarily or involuntarily terminated for any reason. The ownership of Shares does not give Shareholders any right to continued employment by the Corporation.

10.7 "***Transfer***" means any voluntary or involuntary sale, exchange, gift, pledge, grant of security interest, or other change of legal or beneficial ownership, or, when used as a verb, to effect any such transaction; provided that "transfer" does not include a pledge or encumbrance of Shares if the pledge or encumbrance is for the purpose of enabling the Corporation to obtain credit.

10.8 "***Transfer Notice***" means a written notice containing the information required by Section 3.1.1 prepared by a Shareholder in connection with a proposed voluntary Transfer of Shares.

11. **Termination of Agreement**. This Agreement will terminate upon the first to occur of (i) the dissolution, bankruptcy, or insolvency of the Corporation, (ii) termination pursuant to Section 13.6 below, (iii) termination pursuant to Section 13.7 below, (iv) an initial public offering of the Common Stock consisting of a firm commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933 covering the offer and sale of Common Stock for the account of the Corporation to the public, (v) the seventh anniversary of the date of this Agreement, or (vi) the written agreement of Shareholders holding three-fourths of the Shares (calculated on an as-converted-to-common basis with respect to all outstanding convertible securities, rights to acquire securities, options, and warrants for

which conversion rates are then-calculable) held by the Shareholders who are then parties to this Agreement.

12. **Restrictive Legend.** The certificates for all Shares will bear a legend in substantially the following form:

> **THE SHARES ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER CONTAINED IN AN AGREEMENT DATED AUGUST 23, 2000. ANY TRANSFER IN VIOLATION OF THESE RESTRICTIONS WILL BE VOID. A COPY OF THE AGREEMENT MAY BE OBTAINED WITHOUT CHARGE FROM THE CORPORATION.**

13. **Miscellaneous.**

13.1 Entire Agreement. This Agreement supersedes all prior oral or written negotiations, understandings, or agreements between the parties with respect to the subject matter hereof. Except as otherwise set forth herein, there are no agreements, understandings, commitments, representations, or warranties with respect to the subject matter hereof except as expressly set forth in this Agreement.

13.2 Arbitration. Any claim arising out of or related to this Agreement will be resolved exclusively by arbitration, which, unless the parties agree otherwise in writing, will be administered by and in accordance with the rules of the Arbitration Service of Thomas City, Inc. The place of arbitration will be Madison County, Jefferson. The award rendered by the arbitrator will be final and binding, and judgment may be entered on the award in any court having jurisdiction. The parties may endeavor to resolve disputes by mediation at any time as they may agree, provided, however, that resolution of disputes by mediation is not required prior to initiating resolution of disputes by arbitration.

13.3 Specific Performance. Any party to this Agreement may specifically enforce its terms or obtain injunctive relief against any other party who fails to comply with its terms. This remedy will not be exclusive and will be in addition to any and all other remedies. Any party acting pursuant to this provision will not be required to post bond or security to obtain specific performance or injunctive relief. A party may resort to a court of competent jurisdiction to obtain relief under this Section 13.3.

13.4 Attorney Fees. In the event of any suit or action or arbitration proceeding to enforce or interpret any provision of this Agreement (or which is based on this Agreement), the prevailing party will be entitled to recover, in addition to other costs, reasonable attorney fees in connection with such suit, action, arbitration, and in any appeal. For purposes of this Agreement, "prevailing party" means the party that prevails (whether affirmatively or by means of a successful defense) with respect to claims having the greatest value or importance as reasonably determined by the court or arbitrator.

13.5 Spousal Consent. If a Shareholder is a resident of Washington or other community property state and is married, the Shareholder will not be deemed to have satisfied

any requirement to become a party to this Agreement until his or her spouse has signed a consent in the form of Appendix 2.

13.6 Amendment by Consent. This Agreement may be terminated or amended upon the written agreement of Shareholders holding three-fourths of the Shares (calculated on an as-converted-to-common basis with respect to all outstanding convertible securities, rights to acquire securities, options, and warrants for which conversion rates are then-calculable) held by the Shareholders who are then parties to this Agreement. Any such amendment will be binding upon all Shareholders who have been given notice of the amendment.

13.7 Termination Upon Change of Control. Notwithstanding anything to the contrary herein, this Agreement (excluding any then existing obligation) will terminate upon (i) the acquisition of the Corporation by another entity by means of any transaction or series of related transactions to which the Corporation is party (including, without limitation, any stock acquisition, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes) other than a transaction or series of transactions in which the holders of the Corporation's voting capital stock outstanding immediately prior to such transaction continue to retain (either by such stock remaining outstanding or by such stock being converted into stock of the surviving entity), as a result of shares in the Corporation held by such holders prior to such transaction, at least 50 percent of the total voting power represented by the voting capital stock of the Corporation or such surviving entity outstanding immediately after such transaction or series of transactions; or (ii) a sale, lease or other conveyance of all or substantially all of the Corporation's assets.

13.8 Notices. All notices required or permitted under this Agreement must be in writing, and will be deemed to have been given (i) upon delivery in person, (ii) one business day after being sent by overnight courier, charges prepaid, or (iii) three days after being mailed, postage prepaid, as certified mail, return receipt requested. Notices to the Corporation must be addressed to its principal office, and notices to a Shareholder must be addressed to the Shareholder's address shown in the Corporation's shareholder records, but any party may from time to time, by written notice to the Corporation, designate such other address as the party desires. The Corporation will provide a list of shareholder addresses to any Shareholder upon any reasonable request related to this Agreement.

13.9 No Waiver. No failure or delay on the part of the parties hereto to exercise any right, power, or privilege hereunder will operate as a waiver, nor will any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No covenant, obligation or other provision of this Agreement may be waived, and no consent contemplated hereby may be given, other than in a writing signed by party waiving such covenant, obligation or provision or giving such consent.

13.10 Governing Law. This Agreement will be governed and construed by the laws of the state of Oregon without regard to principles of conflicts of law.

13.11 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms and provisions

of this Agreement will remain in full force and effect so long as the economic or legal substance of the Agreement is not affected in any manner materially adverse to any party.

13.12 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument. This Agreement may be executed with the signatures to be transmitted by facsimile, PDF, or similar electronic signature, which will be treated for all purposes as an original signature.

The parties listed below have executed this Shareholder Agreement as of the date stated above.

[*Signature page follows*]

FAIRWAY, INC.:

By: _____
Name: Paul Havel
Its: President

SHAREHOLDERS:

_____
Paul Havel

_____
Clifton Molatore

EXHIBIT A

FAIRWAY, INC.

SHAREHOLDERS SUBJECT TO SHAREHOLDER AGREEMENT

Shareholder	No. of Shares
Paul Havel	50,000
~~Clifton Molatore~~	~~50,000~~
Claudia Molatore	25,000
Riddick Molatore	25,000

Appendix 1

COUNTERPART EXECUTION ADDENDUM

The undersigned hereby becomes a party to that certain Shareholder Agreement dated August 23, 2000 (the "***Agreement***"), among Fairway Technologies, Inc., and certain shareholders, and agrees to be bound by all the terms and conditions of the Agreement, including without limitation its restrictions on the Transfer of Shares.

September 1, 2005
Date

Riddick Molatore

Accepted
FAIRWAY TECHNOLOGIES, INC.

By: _____
Name: Paul Havel
Its: President

Appendix 1

COUNTERPART EXECUTION ADDENDUM

The undersigned hereby becomes a party to that certain Shareholder Agreement dated August 23, 2000 (the "***Agreement***"), among Fairway Technologies, Inc., and certain shareholders, and agrees to be bound by all the terms and conditions of the Agreement, including without limitation its restrictions on the Transfer of Shares.

September 1, 2005
Date

Claudia Molatore

Accepted
FAIRWAY TECHNOLOGIES, INC.

By: _____
Name: Paul Havel
Its: President

Appendix 2

CONSENT OF SPOUSE

The undersigned is the spouse of a Shareholder as defined in the Fairway Tecjnologies, Inc., Shareholder Agreement dated as of August 23, 2000 (the "***Agreement***"), and hereby consents to all the terms and conditions of the Agreement.

_____ _____

Date Name: _____

Spouse of: _____