

PROXIM WIRELESS CORPORATION

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NOTICE OF ANNUAL MEETING OF STOCKHOLDERS  
TO BE HELD ON MAY 27, 2015

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Dear Stockholder:

You are cordially invited to attend the annual meeting of stockholders of Proxim Wireless Corporation, a Delaware corporation (“Proxim” or the “Company”), to be held on May 27, 2015, promptly at 9:00 a.m. local time, at Proxim’s principal executive offices at 47633 Westinghouse Drive, Fremont, CA 94539.

At this meeting, you will be asked to vote upon the following matters:

1. To elect five directors to hold office until the next annual meeting of stockholders;
2. To approve Proxim’s 2015 Equity and Incentive Plan; and
3. To transact such other business as may properly come before the meeting and at any adjournment of the meeting.

Stockholders of record at the close of business on March 31, 2015 will be entitled to vote at this meeting and at any adjournment of the meeting.

Please mark, sign, date, and return the enclosed form of proxy as promptly as possible to assure your representation at the meeting.

By Order of the Board of Directors

/s/ David L. Renauld

April 15, 2015

David L. Renauld, Secretary

**PROXIM WIRELESS CORPORATION**  
47633 WESTINGHOUSE DRIVE  
FREMONT, CA 94539

**MEETING INFORMATION STATEMENT  
ANNUAL MEETING OF STOCKHOLDERS**

We are furnishing this meeting information statement to our stockholders in connection with the solicitation by our board of directors of proxies for use at the annual meeting of stockholders to be held on Wednesday, May 27, 2015 promptly at 9:00 a.m. at 47633 Westinghouse Drive, Fremont, CA 94539 and any adjournment thereof. This meeting information statement and accompanying proxy card will first be mailed to all stockholders entitled to vote at the meeting on or about April 15, 2015.

**Record Date and Outstanding Shares**

The board of directors has fixed the close of business on March 31, 2015 as the record date for determining stockholders entitled to notice of and to vote at the annual meeting. Accordingly, only holders of record of shares of our common stock and our voting preferred stock (our Series A Convertible Preferred Stock) at the close of business on that date will be entitled to notice of and to vote at the annual meeting and any adjournment thereof.

At the close of business on March 31, 2015, 234,699 shares of our common stock were outstanding and eligible to vote at the annual meeting. In addition to those shares, we expect that an additional 389 shares of our common stock will be issued when the final former Terabeam Corporation and Telaxis Communications Corporation stockholders convert their shares of those companies into shares of our common stock. Since those additional shares are committed to enable those conversions, we generally treat those additional shares as outstanding for our internal calculation purposes and also in this document (except when describing the quorum and the number of shares entitled to vote at the annual meeting). We believe this treatment gives a more accurate description of our capitalization. Therefore, including these additional shares, at the close of business on March 31, 2015, 235,088 shares of our common stock are treated as outstanding in this document (except when describing the quorum and the number of shares entitled to vote at the annual meeting).

At the close of business on March 31, 2015, 2,500,000 shares of our Series A Convertible Preferred Stock were outstanding and eligible to vote at the annual meeting.

Also at the close of business on March 31, 2015, 1,250,000 shares of our Series B Non-Convertible Preferred Stock were outstanding. These shares are not eligible to vote at the annual meeting.

**Quorum and Votes Required**

The holders of shares of our common stock and the holders of shares of our Series A Convertible Preferred Stock generally will vote together as a single class on the matters submitted to Proxim's stockholders at the annual meeting. Each holder of record of shares of our common stock on the record date is entitled to cast one vote per share, in person or by properly executed proxy, on any matter that may properly come before the annual meeting. Each holder of record of shares of our Series A Convertible Preferred Stock on the record date is entitled to cast approximately 0.1333 votes per share of that preferred stock, in person or by properly executed proxy, on any matter that may properly come before the annual meeting.

Therefore, holders of our common stock in the aggregate are entitled to cast 234,699 votes, and holders of our Series A Convertible Preferred Stock in the aggregate are entitled to cast 333,333 votes, for a total of 568,032 votes entitled to be cast at this annual meeting.

The presence in person or by properly executed proxy of the holders of a majority in voting power of our common stock and Series A Convertible Preferred Stock, treated as a single class, outstanding on the record date is necessary and sufficient to constitute a quorum at the annual meeting. In general, we will treat votes withheld from the nominees for election of directors and any abstentions as present or represented for purposes of determining the

existence of a quorum. We will not treat broker non-votes (if any) as present or represented for purposes of determining the existence of a quorum.

Each director will be elected at the annual meeting by a plurality of the votes cast by the stockholders entitled to vote at the election. Votes withheld from the nominees and any broker non-votes will not affect the outcome of the vote on this proposal.

The approval of our 2015 Equity and Incentive Plan requires the affirmative vote of a majority of the votes cast on this proposal. Any abstentions and broker non-votes will not affect the outcome of the vote on this proposal.

The board of directors believes that the holders of our Series A Convertible Preferred Stock will vote **FOR** the proposal to elect the director-nominees and **FOR** the approval of our 2015 Equity and Incentive Plan. Because the holders of our Series A Convertible Preferred Stock collectively own and are expected to vote a significant percentage of our stock outstanding on the record date for this annual meeting and entitled to vote on these proposals (as measured by voting power), we expect that the proposals to elect the director-nominees and to approve our 2015 Equity and Incentive Plan will be approved by our stockholders regardless of how our other stockholders vote. More information about the holders of our Series A Convertible Preferred Stock is contained below under the heading "Material Relationships and Related Party Transactions."

### **Proxy Voting and Revocation**

All proxies received pursuant to this solicitation will be voted except as to matters where authority to vote is specifically withheld. Where a choice is specified as to a given proposal, the proxies will be voted in accordance with the specification. If no choice is specified, the persons named in the proxies intend to vote **FOR** the election of the nominees for director and **FOR** the approval of our 2015 Equity and Incentive Plan.

The board of directors does not know of any matters, other than the matters described in this document, which are expected to be presented for consideration at the annual meeting. If any other matters are properly presented for consideration at the annual meeting, the persons named in the accompanying proxy will have discretion to vote on such matters in accordance with their best judgment.

Stockholders who execute proxies may revoke them at any time before such proxies are voted by filing with our Secretary, at or before the annual meeting, a written notice of revocation bearing a later date than the proxy or by executing and delivering to our Secretary at or before the annual meeting later-dated proxies relating to the same shares. Attending the annual meeting by itself will not have the effect of revoking a proxy unless the stockholder so attending so notifies our Secretary in writing at any time prior to the voting of the proxy (voting by ballot at the annual meeting will revoke any previous proxy). Our Secretary's name and address are David L. Renault, 881 North King Street, Suite 100, Northampton, MA 01060.

### **Solicitations**

Proxies are being solicited by and on behalf of our board of directors. We will bear the entire cost of solicitation of proxies. In addition to solicitation by mail, our directors, officers, and regular employees (who will not be specifically engaged or compensated for such services) may solicit proxies by telephone or otherwise. Arrangements will be made with brokerage houses and other custodians, nominees, and fiduciaries to forward proxies and proxy materials to their clients who beneficially own shares of our common stock, and we will reimburse them for their expenses.

## **PROPOSAL 1 ELECTION OF DIRECTORS**

Under our by-laws, the board of directors consists of one or more members, the number of which is determined from time to time by the board. The board has established the current number of directors as five. Each of our directors is elected at each annual meeting of stockholders.

We currently have five members on our board of directors. The five current directors are Lee M. Gopadze, Alan B. Howe, Toru Kashima, Gregory D. Marzullo, and David J. Porte.

The board of directors has nominated Lee M. Gopadze, Alan B. Howe, Toru Kashima, Gregory D. Marzullo, and David J. Porte for election as the five directors of the Company.

These five nominees constitute the only nominees for election. Each of these nominees has agreed to serve as a director if elected at the annual meeting.

It is intended that the persons named on the proxy card as proxies will vote shares of our common stock and voting preferred stock so authorized for the election of each of these five nominees to the board of directors. Proxies may not be voted for more than five nominees. The board of directors expects that each of these nominees will be available for election; but if any of them should become unavailable, it is intended that the proxy would be voted for another nominee who would be designated by the board of directors, unless the number of directors is reduced.

The term of office of each director will continue until the next annual meeting of our stockholders or until his successor has been elected and qualified.

Mr. Howe was originally nominated for election as a director of the Company on the recommendation of Lloyd I. Miller, III, one of our largest stockholders.

Mr. Kashima is being nominated at the request of SRA OSS Inc., the other of our largest stockholders. In connection with its August 2009 investment in Proxim, SRA OSS was granted the right to request the Company to nominate one representative of SRA for election to Proxim's board of directors as part of the board's slate of nominees for election at annual meetings of Proxim's stockholders. SRA OSS has requested the Company to nominate Mr. Kashima for election to Proxim's board of directors, and the Company has done so.

**THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE ELECTION OF THE FIVE NOMINEES DESCRIBED ABOVE.**

The biographical summaries of the nominees for director of Proxim appear below under the heading "Board of Directors and Executive Officers."

## **PROPOSAL 2 APPROVAL OF 2015 EQUITY AND INCENTIVE PLAN**

### **Summary**

The board of directors has authorized the approval of, and recommends for your approval, Proxim's 2015 Equity and Incentive Plan (the "2015 Stock Plan" or the "Plan").

The board of directors has authorized this new stock plan because Proxim today has no stock plan pursuant to which stock options or other stock awards may be granted. Proxim historically has had stock plans, but the most recent plan expired in August 2014.

On March 31, 2015, our aggregate stock plan pool consisted of 36,500 shares, all of which consisted of shares which were subject to outstanding stock options issued under our 2004 Stock Plan. The 2004 Stock Plan expired in August 2014 so no additional options may be issued under that plan. Also on March 31, 2015, we had 235,088 shares of common stock outstanding, 2,500,000 shares of our Series A Convertible Preferred Stock outstanding (each share of which is convertible into approximately 0.1333 shares of common stock for a total of 333,333 shares of common stock issuable upon conversion of all of our outstanding Series A Convertible Preferred Stock), and warrants outstanding for the purchase of 1,004,434 shares of our common stock.

Our board of directors has authorized, and recommends for your approval, a net increase in our stock plan pool by 300,000 shares by approving the 2015 Stock Plan. If the 2015 Stock Plan is approved, our aggregate stock plan pool would be 336,500 shares (as may be reduced by exercises, forfeitures, and expirations of outstanding options after March 31, 2015). This would be approximately 21% of our 1,572,855 shares of common stock outstanding as of March 31, 2015 (assuming full conversion of our Series A Convertible Preferred Stock and full exercise of our warrants outstanding on that date).

The 2015 Stock Plan provides for the granting of stock options, stock awards, stock appreciation rights, and other equity-based awards to our employees, directors, and consultants. The maximum number of shares of our common stock that may be granted or issued under the 2015 Stock Plan is 300,000 shares. Once the 2015 Stock Plan is approved by our stockholders, equity grants may be made and shares issued under the plan without further stockholder approval.

Our board of directors approved the 2015 Stock Plan on March 4, 2015, subject to stockholder approval at the May 27, 2015 annual meeting.

### **Reasons for Approval of 2015 Stock Plan**

We are seeking stockholder approval of our 2015 Stock Plan to improve our ability to attract, retain, and motivate our management and other employees and to promote compensation and governance best practices.

We believe that equity compensation aligns the interests of employees and non-employee directors with the interests of our other stockholders. Historically, we have generally awarded only stock options to our employees and non-employee directors, but we may grant other forms of stock awards to our employees in the future. We believe that the use of equity compensation provides an important tool for retaining and motivating our employees and those who might serve as our consultants and allows us to maintain a competitive compensation program without increasing the use of cash.

The 2015 Stock Plan was designed to be flexible in providing for a variety of types of equity-based incentive awards, including incentive stock options, nonqualified stock options, restricted stock, unrestricted stock, restricted stock units, and stock appreciation rights. We believe that the flexible plan structure of the 2015 Stock Plan is important to give the board of directors the greatest flexibility in structuring equity awards to best address specific situations. The 2015 Stock Plan contains no “evergreen” or automatic replenishment provisions by which the number of shares available for issuance under the plan would be automatically increased either periodically or based on specific events.

### **THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE PROPOSAL TO APPROVE PROXIM’S 2015 STOCK PLAN.**

### **Current Equity Compensation Plan Information**

On March 31, 2015, our aggregate stock plan pool consisted of 36,500 shares, all of which consisted of shares which were subject to outstanding stock options issued under our 2004 Stock Plan (which had been approved by our stockholders). The weighted average per share exercise price of options outstanding under our 2004 Stock Plan on March 31, 2015 was \$4.78. These outstanding options will expire by their terms on specific dates between May 2015 and May 2019 unless exercised before their termination dates. The 2004 Stock Plan expired in August 2014 so no additional options may be issued under that plan.

### **Summary Description of 2015 Stock Plan**

A summary of the principal features of the 2015 Stock Plan is set forth below. This summary is qualified in its entirety by reference to the full text of the 2015 Stock Plan, which is attached as Appendix A to this stockholder meeting information statement.

*Purpose.* The purpose of the Plan is to provide directors, officers, employees, and consultants of Proxim and its subsidiaries with additional incentives to contribute to Proxim’s future growth and success by increasing

their capital stock ownership in Proxim. The Plan provides a flexible framework that will permit our board of directors to develop and implement a variety of stock-based programs based on changing needs of Proxim, its competitive market, and regulatory climate. Our board of directors believes it is in the best interest of our stockholders for officers, employees, consultants, and members of the board of directors of Proxim to own stock in Proxim and that such ownership will enhance Proxim's ability to attract highly qualified personnel, strengthen its retention capabilities, enhance the long-term performance of Proxim and its subsidiaries, vest in participants a proprietary interest in the success of Proxim and its subsidiaries, and more closely align the interests of Proxim's employees, officers, directors, and other key persons with the interests of Proxim's stockholders.

*Eligibility.* All directors, officers, employees, and consultants of Proxim and its subsidiaries are eligible to participate in the Plan. As of March 31, 2015, we had 5 directors, 4 of whom are not current Proxim employees, and approximately 102 employees and 12 consultants.

*Administration.* Our board of directors or a committee consisting of not less than two independent directors, as determined by our board (collectively referred to as the "Administrator") administer the Plan. The Administrator has broad powers (subject to the terms of the Plan) to administer the Plan, including the authority to grant awards under the Plan, to determine the persons to whom equity grants are made, the type of the grant, the timing of the grant, the size of the grant, any vesting provisions, the exercise or purchase price, the duration of the equity grant, any restrictions on the equity grant, and the other terms and conditions of any grant. The Administrator may delegate its authority and duties to executive officers of Proxim within specified parameters.

*Term of Plan.* The Plan has no specified termination or expiration date. Under the Internal Revenue Code as presently in effect, incentive stock options cannot be granted under the Plan after March 3, 2025 – ten years after approval of the Plan by our board of directors.

*Maximum Number of Shares Issuable.* The maximum number of shares of our common stock that may be issued or issuable under the Plan is 300,000 shares. All shares will be newly issued by Proxim, from Proxim's treasury stock, or purchased on the open market upon the exercise of an equity grant under the Plan. The number of shares which may be issued under the Plan (and pursuant to each award) is subject to adjustment upon the occurrence of certain corporate events including the issuance of dividends in the form of stock, forward and reverse stock splits, recapitalizations, mergers, asset sales, consolidations, combinations or exchanges of shares, reorganizations, and liquidations. Shares of our common stock subject to equity grants under the Plan which have expired, terminated, or been canceled or forfeited will be available for issuance or use in connection with future equity grants.

*Annual Cap on Individual Awards.* In no event may any Plan participant be granted stock rights under the Plan with respect to more than 100,000 shares of our common stock (which number may be adjusted in accordance with the Plan) in any calendar year.

*Award Types.* Individual awards under the Plan may take the form of one or more of incentive stock options, non-qualified stock options (also called nonstatutory stock options), stock appreciation rights (SARs), restricted stock units, and stock awards (either restricted or unrestricted). Although we believe that performance-based long-term incentives are a necessary component of our compensation program, we have designed the Plan to allow for flexibility to issue the types of equity-based compensation we believe are most appropriate in the circumstances.

*Incentive Stock Options.* Only employees of Proxim or its subsidiaries may receive incentive stock options. Incentive stock options entitle the holder to purchase a certain number of shares of our common stock at an exercise price and upon conditions specified at the time the option is granted. The exercise price per share of common stock which may be purchased under an incentive stock option may not be less than 100% of the fair market value of a share of our common stock on the date the option is granted. If the equity grant recipient owns more than 10% of our stock, then the exercise price must be at least 110% of that fair market value. The aggregate fair market value of all shares of our common stock subject to incentive stock options for an employee which become exercisable by that employee for the first time during any calendar year may not exceed \$100,000. Any incentive stock options granted to an employee owning more than 10% of our common stock must expire not more than 5 years from the date of grant, and all other incentive stock options must expire not more than 10 years from the date of grant.

*Non-Qualified Stock Options.* Non-qualified stock options, which are stock options that are not incentive stock options, entitle the holder to purchase a certain number of shares of our common stock at an exercise price and upon conditions specified at the time the option is granted. The exercise price per share of common stock which may be purchased under a non-qualified stock option may not be less than 100% of the fair market value of a share of our common stock on the date the option is granted. All non-qualified stock options must expire not more than 10 years from the date of grant.

*SARs.* SARs may either be issued together with stock options or apart from stock options. SARs are rights that, when exercised according to the terms of the grant, entitle the holder to the appreciation in value of the number of shares of our common stock specified in the grant from the grant date per share exercise price of the SAR to the fair market value of a share of our common stock on the date the SAR is exercised. The exercise price of a SAR may not be less than 100% of the fair market value of a share of our common stock on the date the SAR is granted. An exercised SAR will be paid in cash or in stock, as determined in the sole discretion of the Administrator. The grant of a SAR that by its terms is to be settled in cash does not reduce the number of shares of common stock that are available for equity grants under the Plan.

*Restricted Stock Units.* Under the Plan, the Administrator can issue restricted stock units. A restricted stock unit is a bookkeeping entry representing the right to receive, upon its vesting and subject to the terms of the award, one share of our common stock (or a percentage or multiple of one share of stock if so specified in the award agreement evidencing the restricted stock unit) for each restricted stock unit awarded to a grantee and represents an unfunded and unsecured obligation of Proxim. At the end of the vesting period, the restricted stock units, to the extent vested, may be settled in cash or in stock, as determined in the sole discretion of the Administrator. The grant of a restricted stock unit that by its terms is to be settled in cash and the settlement of restricted stock units in cash do not reduce the number of shares of common stock that are available for equity grants under the Plan.

*Stock Awards and Purchases.* Under the Plan, the Administrator can issue restricted stock and unrestricted stock awards and bonuses. Restricted stock consists of stock issued under the Plan that is subject to certain restrictions established by the Administrator. Unrestricted stock is stock issued under the Plan without transfer, vesting, sale, or other similar restrictions under the Plan (legal restrictions on transfer may still apply). The Administrator can also grant rights to purchase shares of our common stock under the Plan at prices and on such other terms as it determines in its sole discretion.

*Performance-Based Awards.* In addition to the general awards described above, the Plan authorizes the Administrator to grant restricted stock awards or restricted stock units that are intended to qualify as “performance-based compensation” within the meaning of Section 162(m) of the Internal Revenue Code. The Administrator has broad discretion in setting the terms of any performance-based award, including the performance period, the performance criteria, and the performance goals. The maximum number of shares of our common stock subject to all performance-based awards payable to any one employee with respect to each year of a performance period is 100,000.

*Section 409A Awards.* To the extent any equity award is determined to constitute “nonqualified deferred compensation” under Section 409A of the Internal Revenue Code, additional rules and requirements as specified by the Administrator apply.

*Exercise of Equity Grant.* Equity grants will be exercisable in accordance with the applicable grant documentation as determined by the Administrator. For stock options, the Administrator may permit the purchase price to be paid by one or more of the following (to the extent permitted in the option award agreement): (a) United States cash or cash equivalent, (b) unrestricted shares of our common stock owned by the equity grant holder having a fair market value on the date of exercise equal to the exercise price of the equity grant, (c) a “cashless exercise” in which the equity grant holder uses a broker to sell the shares on its behalf, to use the proceeds to pay the exercise price and taxes, and then to distribute the excess to the equity grant holder in either cash or stock, or (d) a “net exercise” in which Proxim withholds from those shares that would otherwise be obtained on the exercise of such equity grant the number of shares having a fair market value on the date of exercise equal to the aggregate exercise price.

*Fair Market Value Calculation.* The fair market value of a share of our common stock will be the closing price for that stock on any given date during regular trading, or as reported on the principal exchange or other trading market on which that stock is then traded, or if not trading on that date, such price on the last preceding date on which that stock was traded, unless determined otherwise by the Administrator using such methods or procedures as it may establish.

*Nontransferability of Equity Grants.* Equity grants are generally not assignable or transferable by the recipient, either voluntarily or by operation of law, except by will or by the laws of descent and distribution or as permitted by the Administrator in a specific situation. During the lifetime of the recipient, generally no equity grant will be exercisable by or payable to anyone other than the recipient or his legal representative or permitted assignee.

*Amendments.* Subject to requirements of law or any stock exchange or similar rules which would require a vote of Proxim's shareholders, the Plan may be amended or discontinued by our board of directors and the Administrator may, at any time, amend or cancel any outstanding award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action may adversely affect rights under any outstanding award without the holder's consent.

*Termination of Equity Grants.* Equity grants generally will terminate when a recipient's employment (or other service relationship) with Proxim terminates, either immediately or shortly thereafter.

*Change of Control Adjustments.* Upon a change of control of Proxim as described in the Plan, the Administrator may take a variety of actions in connection with the Plan and awards outstanding under the Plan, including (i) accelerating any time period relating to the exercise or payment of the award, (ii) provide for termination of all awards not exercised before a change of control, (iii) provide for payment to the holder of the award of cash or other property with a fair market value equal to the amount that would have been received upon the exercise or payment of the award had the award been exercised or paid upon the change in control in exchange for cancellation of the award; (iv) adjust the terms of the award in a manner determined by the Administrator to reflect the change in control; (v) cause the award to be assumed, or new rights substituted therefor, by another entity; or (vi) make such other provision as the Administrator may consider equitable to the holders of awards and in the best interests of Proxim.

*Taxes; Withholding.* Each recipient of an award under the Plan is responsible for the tax consequences arising from the award and for paying to us, or making satisfactory arrangements regarding the payment of, any applicable taxes required to be withheld by us in connection with an award under the Plan. It will be a condition of our obligation to issue common stock upon exercise of an equity grant that the person exercising the equity grant pay, or make provision satisfactory to us for the payment of, any taxes which we are obligated to collect with respect to the issuance of our common stock upon such exercise.

*Compliance with Laws.* Our obligation to sell and deliver shares of our common stock under the Plan is subject to the approval of any governmental authority required in connection with the authorization, issuance, or sale of such shares and the availability of federal, appropriate state and all other securities law, registrations, qualifications, and/or exemptions. All awards issued under the Plan are subject to applicable legal restrictions on transfer and sale. Because our common stock is currently not registered with the Securities and Exchange Commission and Proxim currently does not make periodic filings with the Securities and Exchange Commission, it is expected that any common stock issued pursuant to the Plan would be subject to restrictions on its transfer or other disposition. Proxim may require award recipients to execute documentation acknowledging those restrictions.

*Trading Policy and Lock-up Restrictions.* Option exercises and other awards under the Plan are subject to Proxim's insider trading policy. In addition, each recipient of an award under the Plan is required to agree in writing to lock up (to not sell or otherwise dispose of) any shares of stock received under the Plan in connection with a public offering of securities of Proxim. This lockup period will not exceed 180 days.

## **Federal Income Tax Consequences of the 2015 Equity and Incentive Plan**

The following is a brief summary of the principal federal income tax consequences (based on current United States federal income tax laws) to equity grant recipients ("Participants") and Proxim relating to stock

options and other rights that may be granted under the Plan. This summary does not purport to cover all tax consequences relating to options and other rights, does not constitute tax advice, and, among other things, does not describe state, local, or foreign tax consequences.

In general, under the Internal Revenue Code as presently in effect, a Participant will not be deemed to recognize any income for federal income tax purposes at the time a stock option or stock appreciation right is granted or a restricted stock unit or restricted stock award is made, nor will Proxim be entitled to a tax deduction at that time. However, when any part of a stock option or stock appreciation right is exercised, upon settlement of a restricted stock unit, when restrictions on restricted stock lapse, or when an unrestricted stock award is made, the federal income tax consequence may be summarized as follows:

- *Nonstatutory Options.* In the case of an exercise of a nonstatutory stock option, the Participant will generally recognize ordinary income in an amount equal to the excess of the fair market value of the shares on the exercise date over the option price. Upon subsequent disposition of the option stock, any appreciation or depreciation after the date of exercise is treated as either short-term or long-term capital gain or loss, depending on the length of time the Participant held the option shares.
- *Incentive Stock Options.* In the case of incentive stock options, there is generally no income tax liability at the time of exercise. However, the excess of the fair market value of the stock on the exercise date over the option price is included in the Participant's income for purposes of the alternative minimum tax. If no disposition of the incentive stock option stock is made before the later of one year from the date of exercise and two years from the date of grant, the Participant will realize a capital gain or loss upon a sale of the stock, equal to the difference between the option price and the sale price. If the stock is not held for the required period, ordinary income tax treatment will generally apply in the year of sale to the excess of the fair market value of the stock on the date of exercise (or, if less, the amount of gain realized on the disposition of the stock) over the option price, and the balance of any gain or any loss will be treated as either short-term or long-term capital gain or loss, depending on the length of time the Participant held the shares.
- *Stock Appreciation Rights (SARs).* In the case of an exercise of a SAR, the Participant will generally recognize ordinary income on the date of exercise in an amount equal to the fair market value of the stock or cash received upon exercise. If a Participant does not exercise a SAR, the value of the fair market value of a share of common stock less the SAR exercise price multiplied by the number of shares of stock subject to the SAR is treated as compensation to the Participant and is taxable as ordinary income in the year the SAR lapses. Upon subsequent disposition of any stock received upon SAR exercise, any appreciation or depreciation after the date of exercise is treated as either short-term or long-term capital gain or loss, depending on the length of time the Participant held the shares.
- *Restricted Stock Units (RSUs).* Upon the issuance of stock or payment of cash pursuant to an RSU, a Participant will generally recognize ordinary income on the date of such issuance or payment equal to the fair market value of the stock or cash received. Upon subsequent disposition of any stock received upon RSU settlement, any appreciation or depreciation after the date of settlement is treated as either short-term or long-term capital gain or loss, depending on the length of time the Participant held the shares.
- *Restricted Stock Awards.* Generally, the excess of the fair market value of the stock over the purchase price (if any) will not be taxable to the Participant as ordinary income in the year of receipt. Instead, the Participant will incur tax in the year in which the shares "vest" (or are no longer subject to a substantial risk of forfeiture) in an amount equal to the excess of the fair market value of the stock in such year over the purchase price (if any). Upon subsequent disposition of the stock, any appreciation or depreciation is treated as either short-term or long-term capital gain or loss, depending on the length of time the Participant held the shares after the date on which the shares vested.

Alternatively, the Participant may elect to recognize income when the stock is received, rather than when the shares vest, by making a so-called "83(b) election." If the Participant makes this election, the

amount taxed to the Participant as ordinary income is determined as of the date of receipt of the restricted stock. Upon subsequent disposition of the stock, any appreciation or depreciation is treated as either short-term or long-term capital gain or loss, depending on the length of time the Participant held the shares since the date of receipt of the shares.

- *Unrestricted Stock Awards.* In the case of an award of unrestricted stock, the Participant will generally recognize ordinary income on the date of award in an amount equal to the excess of the fair market value of the stock received over the amount paid (if any) upon the award. Upon subsequent disposition of the stock, any appreciation or depreciation is treated as either short-term or long-term capital gain or loss, depending on the length of time the Participant held the shares since the date of receipt of the shares.

Proxim will not receive an income tax deduction as a result of the exercise of an incentive stock option, provided that the incentive stock option stock is held for the required period as described above. Upon the exercise of a nonstatutory stock option, the exercise (or lapse) of a SAR, the settlement of an RSU, the award of unrestricted stock, or the recognition of income on restricted stock, Proxim will generally be allowed an income tax deduction equal to the ordinary income recognized by the Participant, subject to certain restrictions

Federal and state income and payroll taxes are required to be withheld by the Participant’s employer on the amount of ordinary income resulting to the Participant from the exercise of a non-qualified stock option or from the receipt, exercise or settlement of any other right as and when such ordinary income is recognized by the Participant under the rules discussed above. However, no income or payroll taxes are required to be withheld if the Participant recognizes ordinary income from the disposition of shares issued pursuant to an incentive stock option due to the shares not being held for the required periods described above.

As previously stated, the foregoing is a general summary of the principal federal income tax consequences that are generally applicable to Participants in the Plan. The summary does not discuss all aspects of federal income taxation that may be relevant to a particular Participant in light of such Participant’s personal investment circumstances. For advice as to any specific transaction, each Participant should consult with his or her tax advisor.

**Additional Information Regarding New Plan Benefits**

Our current directors, executive officers, and other employees and consultants are eligible to receive stock options and other equity grants and rights under the 2015 Stock Plan if that plan is approved by our stockholders. Awards under the 2015 Stock Plan are expected to be made at the times, in the amounts, and with the terms determined by the board of directors (or a committee thereof) from time to time rather than on any fixed basis or schedule. Accordingly, future awards under the 2015 Stock Plan are not determinable at this time.

**BOARD OF DIRECTORS AND EXECUTIVE OFFICERS**

Our current directors and executive officers and their ages as of March 31, 2015 are as follows:

<u>Name</u>	<u>Age</u>	<u>Position</u>
Gregory D. Marzullo .....	54	President and Chief Executive Officer and Director
Steve Button .....	51	Chief Financial Officer and Treasurer
David L. Renauld .....	49	Vice President, Corporate Affairs, General Counsel, and Secretary
Lee M. Gopadze .....	68	Chairman of the Board of Directors
Alan B. Howe .....	53	Directors
Toru Kashima .....	62	Director
David J. Porte .....	51	Director

Gregory D. Marzullo has been our President and Chief Executive Officer and a director since September 2014. Greg has over 25 years of experience developing and leading go-to-market initiatives in the Americas, Asia-

Pacific, and EMEA regions for both start-up and large multinational organizations. Greg has led global sales efforts focusing on point to multipoint, WiMAX, free space optics, and line of sight and non-line of site microwave communications. Before joining Proxim, Greg was Senior Vice President of Worldwide Sales at Exalt Communications. He also spent four years at Navini Networks as EVP global sales. Greg held several executive positions in sales and marketing during a 10-year career at Nortel Networks. He began his career in operations and marketing at Bell Atlantic. Greg holds a Master of Business Administration from the Fuqua School of Business at Duke University and a Bachelor of Science from Virginia Tech.

Steve Button has been our Chief Financial Officer and Treasurer since October 2011. He has over 20 years of experience in finance, treasury, planning, and analysis in both public and private sectors with an emphasis in the wireless industry. He is responsible for the company's worldwide financial operations. Prior to joining Proxim, he was the Vice President of Finance and Treasurer at Covad Communications, a national provider of voice, data and wireless services. Prior to Covad he was the CFO for NextWeb, one of the nation's largest fixed wireless broadband providers, acquired by Covad Communications in 2006. Steve's other positions include Vice President of Finance and Controller at Worldwide Wireless Networks and Global Pacific Internet which were both pioneers in the wireless service provider industries. Mr. Button began his career at Coopers and Lybrand after receiving his Bachelor of Sciences Degree in Accounting from Oral Roberts University.

David L. Renauld has been our Vice President, Corporate Affairs, General Counsel, and Secretary since May 2005. From November 1999 to May 2005, he was our Vice President, Legal and Corporate Affairs and Secretary. From January 1997 to November 1999, he was an attorney with Mirick, O'Connell, DeMallie & Lougee, LLP, a law firm in Worcester, Massachusetts. From September 1991 to December 1996, he was an attorney with Richards, Layton & Finger, a law firm in Wilmington, Delaware. Mr. Renauld holds a B.A. in mathematics/arts from Siena College and a J.D. from Cornell University.

Lee M. Gopadze has been a director since January 2011 and Chairman of the Board of Directors since September 2014. He was our President and Chief Executive Officer from January 2011 through September 2014. Prior to that, Mr. Gopadze was with Covad Communications for six years, most recently serving as the Senior Vice President and General Manager for Covad's Wholesale Business Division where he oversaw all sales, marketing, product management, and operations for that division. Mr. Gopadze also held similar positions with Covad's Branded Business and Wireless Divisions during his 6-year tenure there. Mr. Gopadze began his career in wireless communications in 1981. He has held a variety of senior executive positions in Marketing, Sales and Operations at the wireless subsidiaries of Metromedia Telecommunications, Southwestern Bell, and AirTouch Communications. From 1997 thru early 2000, Lee held the positions of Corporate Vice President - Marketing & Sales, Senior Vice President - Network Operations, and Senior Vice President - Corporate Planning & Development at Metricom Inc. In 2000, Mr. Gopadze left Metricom to co-found SkyRiver Communications Inc., a license-exempt broadband wireless carrier and served as its President and Chief Executive Officer. Mr. Gopadze holds a B.A. from the University of California at Los Angeles and an M.A. from the University of Southern California.

Alan B. Howe has been a director since May 2007 and Chairman of the Board of Directors from March 2008 through September 2014. He has served as the Co-founder and Managing Partner of Broadband Initiatives LLC, a boutique corporate advisory and consulting firm, since 2001. Currently, he has a consulting arrangement where he is Interim Chief Executive Officer at Sunrise Telecom, Inc. He served as Vice President of Strategic and Wireless Business Development for Covad Communications, Inc., a national broadband telecommunications company, from May 2005 to October 2008. He served as CFO and Vice President of Corporate Development for Teletrac, Inc. from April 1995 to April 2001. Previously, he held various executive management positions for Sprint PCS and Manufacturers Hanover Trust Company. He is currently a board member and Vice Chairman of Selectica, Inc. (NASDAQ: SLTC) and also a board member at Data I/O (NASDAQ: DAIO) and has served on a number of private and public boards including Chairman of Ditech Networks (NASDAQ: DITC). He has a Masters of Business Administration from Indiana University and a Bachelors of Science – Business Administration and Marketing from University of Illinois. Mr. Howe was originally recommended to be a member of our board of directors by Lloyd I. Miller, III, our largest stockholder.

Toru Kashima has been a director since May 2011. Since April 2003, he has been President, Chief Executive Officer, and Chairman of SRA Inc. and SRA Holdings, Inc. Our significant stockholder SRA OSS Inc. is a wholly owned subsidiary of SRA Inc. Mr. Kashima has been nominated at the request of SRA OSS Inc.

David J. Porte has been a director since May 2011. Since June 2013 he has been Vice President, International for SBA Communications Corporation, one of the world's largest owners of wireless telecommunication infrastructure. Prior to joining SBA, from April 2010, Mr. Porte was Chief Operations Officer of Telecom Global Inc., which owns and operates a global portfolio of telecommunications services and infrastructure companies focused on designing, building and operating wireless and terrestrial networks. During the same period, Mr. Porte was Chairman of WFI and served as President and Chairman of Opticore. From June 2008 to April 2010, he was Chief Executive Officer of WFI prior to its purchase by Telecom Global. From October 2006 to May 2008, he was Vice President of Powerwave Technologies, a telecommunications equipment supplier. From March 2004 to August 2006, he was Chief Executive Officer of OpenCell Corporation, also a telecommunications equipment supplier. Mr. Porte has previously served on the boards of Telicore, Verestar, WFI and Opticore.

There are no family relationships among our directors and executive officers. Our executive officers serve at the discretion of the directors.

### Contacting the Board of Directors

Stockholders interested in communicating directly with our board of directors, the Chairman, the non-management directors as a group, or any specific director may do so by sending a letter to the Proxim Wireless Corporation Board of Directors, c/o Secretary, Proxim Wireless Corporation, 881 North King Street, Suite 100, Northampton, MA 01060. Our Secretary will review the correspondence and forward it to the Chairman of the Board or to any individual director or group of directors to whom the communication is directed, as applicable, if the communication is relevant to our business and financial operations, policies, and corporate philosophies.

### Board of Director Meetings and Committees

The board of directors meets on a regularly scheduled basis and holds special meetings as required. The board met nine times during 2014. None of our incumbent directors attended fewer than 75% of the total number of meetings of the board during the period he served as a director.

Effective May 2014, our board of directors decided to eliminate the board committees and to conduct business at the board level.

### Non-Management Directors' Compensation for Fiscal 2014

<u>Name</u>	<u>Fees Paid in Cash</u>	<u>Stock Options</u>
J. Michael Gullard .....	\$9,571.00	-
Alan B. Howe .....	\$25,540.00	150 (1)
Toru Kashima .....	-	-
David J. Porte .....	\$18,959.00	150 (1)

(1) In 2014, each of Messrs. Howe and Porte was granted fully-vested options to purchase 150 shares of our common stock at a per share exercise price of \$0.80 per share.

All of the director compensation in the foregoing table was made in accordance with our policy statement concerning the compensation of directors of Proxim who are not insiders. This policy statement was unanimously adopted by our board of directors on February 9, 2005. This policy statement sets out guidelines for compensation of our board members who are not employees or other insiders of Proxim. Any board member determined by the board to be an employee or other insider of Proxim does not receive any compensation pursuant to this policy statement.

The policy statement contemplates the following cash compensation:

- a \$17,000 annual retainer for serving on the board
- an additional \$9,000 annual retainer for serving as chairperson of the board
- an additional \$7,500 annual retainer for serving as chairperson of the Audit Committee of the board

- an additional \$4,000 annual retainer for serving as a non-chair member of the Audit Committee of the board
- an additional \$2,000 annual retainer for serving as chairperson of the Compensation Committee of the board
- an additional \$1,000 annual retainer for serving as a non-chair member of the Compensation Committee of the board
- an additional \$1,000 annual retainer for serving as chairperson of the Governance and Nominating Committee of the board
- an additional \$500 annual retainer for serving as a non-chair member of the Governance and Nominating Committee of the board

No additional compensation is paid for attending board or committee meetings. Directors are also entitled to reimbursement for expenses incurred to attend board and committee meetings held in person or otherwise incurred on our behalf.

The policy statement also contemplates the following equity compensation:

- for each new director elected or appointed to the board, a non-qualified stock option to purchase 500 shares of our common stock that vests in three equal annual installments beginning on the date of grant
- for each incumbent director, a fully vested, non-qualified stock option to purchase 150 shares of our common stock granted immediately following each annual meeting of stockholders, as long as the director has served at least one complete year before the date of the annual meeting and continues to serve as a director after the meeting

The exercise price for all stock options granted pursuant to this policy statement is to be the fair market value of our common stock on the date of grant.

In addition to the compensation described above, the policy statement contemplates that board members may be periodically granted special additional consideration, in cash or non-qualified stock options, in recognition of extraordinary demands, additional committee assignments, or other circumstances deserving of special consideration.

The policy statement may be altered at any time by the board of directors. The policy statement does not constitute a contract, and the terms of the policy statement are not intended to create any binding obligations on us or enforceable rights of any director.

## **MATERIAL RELATIONSHIPS AND RELATED PARTY TRANSACTIONS**

### *Summary of Relationship with Two Controlling Parties*

The majority of our equity voting power is held by two entities, SRA OSS Inc. and Lloyd I. Miller, III (including his affiliated entities for the discussion in this section). In addition, SRA OSS and Mr. Miller are our secured senior and junior lenders with a security interest in all of our assets. Therefore, SRA OSS and Mr. Miller have significant control over our company.

Mr. Miller holds no board or management position with our company. One of our current directors, Mr. Howe, was originally nominated for election as a director of the Company on the recommendation of Mr. Miller.

In connection with its August 2009 equity investment in Proxim, SRA OSS was granted the right to request the Company to nominate one representative of SRA for election to Proxim's board of directors as part of the board's slate of nominees for election at annual meetings of Proxim's stockholders. Mr. Kashima was elected to Proxim's board as a result of SRA OSS requesting him to be included in the board's slate of nominees. Mr. Kashima serves as the President, Chief Executive Officer, and Chairman of SRA Inc. and SRA Holdings, Inc., the parent company of SRA OSS Inc., and has no management position with Proxim.

*Equity Ownership of Two Controlling Parties*

SRA OSS and Mr. Miller together controlled approximately 59% of the outstanding “as-converted” stockholder voting power of Proxim as of March 31, 2015. As of that date (the record date for this annual meeting), Proxim had 235,088 shares of common stock outstanding, 2,500,000 shares of Series A Convertible Preferred Stock outstanding, and 1,250,000 shares of Series B Non-Convertible Preferred Stock outstanding. As of that date, each of SRA OSS and Mr. Miller owned 1,250,000 shares of our Series A preferred stock and SRA OSS owned all of our Series B preferred stock. As described in this document, the holders of our common stock and the holders of our Series A preferred stock generally vote together as a single class on items presented for a stockholder vote (with the holders of Series A stock having approximately 0.1333 votes for each share of Series A stock for a total of approximately 333,333 votes). The holders of the Series B preferred stock generally do not have rights to vote on matters submitted to our stockholders. As a result, on an “as converted” basis, as of March 31, 2015, there were approximately 568,421 votes that may be cast on items presented for a stockholder vote, of which each of Mr. Miller and SRA OSS controls approximately 29%. Therefore, Mr. Miller and SRA OSS together currently can determine the outcome of most items submitted to the stockholders for approval regardless of how any other stockholder acts.

SRA OSS and Mr. Miller purchased the Series A and Series B preferred stock from Proxim in a private placement that occurred in August 2009, the terms of which have previously been summarized in Proxim’s publicly-available materials. In March 2012, the terms of the Series A and Series B preferred stock were amended to extend the date after which the holders of that preferred stock and the company may request redemption of that stock from August 2012 to January 1, 2016. In April 2013, the terms of the Series A and Series B preferred stock were amended to reduce the applicable dividend rates by half for a period of one year (through April 18, 2014).

As of March 31, 2015, SRA OSS and Mr. Miller also had the ability to purchase 1,004,434 additional shares of Proxim common stock through the exercise of warrants that have been granted to them. Additional details about these warrants as of that date are described in the table below. These warrants were issued to SRA OSS and Mr. Miller in connection with those entities lending money to Proxim.

Mr. Miller’s Warrants			SRA OSS’ Warrants		
<u>Quantity</u>	<u>Exercise Price</u>	<u>Expiration Date</u>	<u>Quantity</u>	<u>Exercise Price</u>	<u>Expiration Date</u>
36,331	\$5.47	1/4/16	18,165	\$5.47	1/4/16
7,266	\$9.35	4/15/16	7,266	\$5.10	6/30/16
5,450	\$3.21	10/7/16	5,450	\$3.21	10/11/16
153,068	\$1.89	3/15/17	153,068	\$1.89	3/15/17
13,354	\$1.61	5/22/17	13,354	\$1.61	5/23/17
13,585	\$1.20	10/12/17	13,585	\$1.20	10/12/17
41,592	\$0.55	1/17/18	41,592	\$0.55	1/17/18
37,692	\$0.74	4/11/18	94,231	\$0.67	4/19/18
56,539	\$0.67	4/19/18	18,846	\$0.61	7/10/18
18,846	\$0.61	7/10/18	17,682	\$0.50	8/15/18
12,500	\$15.00	7/25/18	33,597	\$0.52	9/9/18
17,682	\$0.50	8/15/18	37,897	\$1.20	11/18/18
33,597	\$0.52	9/9/18	18,901	\$1.08	1/2/19
37,897	\$1.20	11/18/18	4,000	\$0.67	9/23/19
18,901	\$1.08	1/2/19	2,500	\$0.77	10/31/19
4,000	\$0.67	9/23/19	6,750	\$0.65	1/15/20
2,500	\$0.77	10/31/19			
3,375	\$0.65	1/15/20			
3,375	\$0.65	1/16/20			

### *Loans by Two Controlling Parties to Proxim*

Our two largest stockholders, SRA OSS and Mr. Miller, also are our secured senior and junior lenders with a security interest in all of our assets.

#### *Senior Loan Facility*

In January 2011, Proxim entered into a senior loan facility with SRA OSS and Mr. Miller, as previously described in Proxim's publicly-available materials. Under this senior loan facility, Proxim to date has borrowed an aggregate principal amount of \$19.7 million and has prepaid principal of \$4.5 million (including \$250,000 of capitalized interest). These amounts are secured by a security interest in Proxim's assets. The maturity date of amounts outstanding under this facility has been extended to January 4, 2017. As of December 31, 2014, the outstanding principal amount (including capitalized interest) under this senior loan facility was \$17.2 million.

#### *Subordinated Loan Facility*

In July 2008, Proxim borrowed \$3.0 million from Mr. Miller, as previously described in Proxim's publicly-available materials. These amounts are secured by a security interest in Proxim's assets and have been subordinated to the amounts outstanding under Proxim's senior loan facility described above. In March 2012, the maturity of this subordinated loan was extended to January 1, 2016. In April 2013, the interest rate applicable to this subordinated loan was reduced by half for a period of one year (through April 18, 2014). As of December 31, 2014, the outstanding principal amount (including capitalized interest) under this subordinated loan facility was \$5.5 million.

#### *Related Party Transaction Consideration*

We do not have a written policy specifically addressing approval of related party transactions. Our Statement of Business Conduct and Code of Ethics contains provisions specifically addressing actual or apparent conflicts of interest that could affect the duty of loyalty we believe all of our directors, officers, and employees owe the Company. Under that policy, all actual and reasonably apparent conflicts of interest must be promptly disclosed and terminated unless approved. Such approvals must be made by (i) our Chief Executive Officer in the case of a Company employee, (ii) the Chairperson of our Audit Committee in the case of a Company officer, or (iii) the non-interested members of our board of directors in the case of a director. In general, under its written charter, our Audit Committee is responsible for monitoring compliance with this policy.

## **SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND OUR DIRECTORS AND MANAGEMENT**

The following table provides information regarding the beneficial ownership of our outstanding voting capital stock as of March 31, 2015 (unless otherwise noted) by:

- each person or group that we know owns more than 5% of any class of our voting capital stock,
- each of our current directors,
- each of our current executive officers, and
- all of our current directors and executive officers as a group.

Beneficial ownership is determined under rules of the Securities and Exchange Commission and includes shares over which the beneficial owner exercises voting or investment power. The percentage beneficially owned by each person is based upon 568,421 shares, which is the sum of the 235,088 shares of our common stock outstanding on March 31, 2015 plus the 333,333 shares of our common stock into which the outstanding shares of our Series A Convertible Preferred Stock are convertible. Shares of common stock that we may issue upon the exercise of options or warrants currently exercisable or exercisable within 60 days of March 31, 2015 are deemed outstanding for computing the percentage ownership of the person holding the options or warrants but are not deemed outstanding for computing the percentage ownership of any other person. Except as otherwise indicated, we believe the beneficial owners of the common stock listed below, based on information furnished by them, have sole voting and investment power over the number of shares listed opposite their names.

<b>Name of Beneficial Owner</b>	<b>Shares Issuable pursuant to Options and Warrants Exercisable within 60 days of March 31, 2015</b>	<b>Number of Shares Beneficially Owned (Including the Number of Shares shown in the first column)</b>	<b>Percentage Beneficially Owned</b>
Lloyd I. Miller, III 3300 S. Dixie Highway, Suite 1-365 West Palm Beach, FL 33405 (1).....	517,550	684,216	63.0%
Milfam II L.P. (same address as Mr. Miller) (1).....	303,613	386,946	44.4%
SRA OSS Inc. 4675 Stevens Creek Blvd., #130 San Jose, CA 95051 (2) .....	486,884	653,550	61.9%
Gregory D. Marzullo .....	0	0	*
Steven E. Button .....	6,000	6,000	1.0%
David L. Renauld .....	8,000	8,000	1.4%
Lee M. Gopadze.....	0	0	*
Alan B. Howe.....	750	783	*
Toru Kashima (2).....	486,884	653,550	61.9%
David J. Porte.....	950	950	*
All current executive officers and directors as a group (7 persons) .....	502,584	669,283	62.5%

\* Less than 1%.

- (1) The number of shares beneficially owned by Mr. Miller is based on information provided to us by Mr. Miller. Based on this information, we believe that (1) Mr. Miller has the right to acquire 184,237 shares of our common stock upon exercise of warrants; (2) Mr. Miller has sole voting and dispositive power of the 303,613 shares of our common stock that may be acquired upon exercise of warrants held by Milfam II L.P.; (3) Mr. Miller has sole voting and dispositive power of the 22,325 shares of our common stock that may be acquired upon exercise of warrants held by Milfam I L.P.; and (4) Mr. Miller has sole voting and dispositive power of the 7,375 shares of our common stock that may be acquired upon exercise of warrants held by Catherine Miller Trust C. Further, Mr. Miller and Milfam II L.P. each own 625,000 shares of our Series A Convertible Preferred Stock which is convertible into 83,333 shares of our common stock. Mr. Miller disclaims beneficial ownership of the shares beneficially held by Milfam II L.P., Milfam I L.P., and Catherine Miller Trust C except to the extent of his pecuniary interest in those shares.
- (2) SRA OSS Inc. owns 1,250,000 shares of our Series A Convertible Preferred Stock which is convertible into 166,666 shares of our common stock and has the right to acquire an additional 486,884 shares of our common stock upon exercise of warrants. SRA OSS Inc. is wholly owned by SRA Inc. Mr. Kashima is President, Chief Executive Officer, and Chairman of SRA Inc. We believe that Mr. Kashima disclaims beneficial ownership of the shares beneficially held by SRA OSS Inc. except to the extent of his pecuniary interest in those shares.

## OTHER MATTERS

The board of directors knows of no other matters that will be presented for consideration at the annual meeting. If any other matters are properly brought before the meeting, it is the intention of the persons named in the accompanying proxy to vote on such matters in accordance with their best judgment.

By Order of the Board of Directors

/s/ David L. Renauld

April 15, 2015

David L. Renauld, Secretary

## APPENDIX A

### **PROXIM WIRELESS CORPORATION 2015 EQUITY AND INCENTIVE PLAN**

#### ***Section 1. Purposes of the Plan***

The purposes of the Proxim Wireless Corporation 2015 Equity and Incentive Plan (the “Plan”) are to (i) provide long-term incentives and rewards to those employees, officers, directors and other key persons (including consultants) of Proxim Wireless Corporation (the “Company”) and its Subsidiaries (as defined below) who are in a position to contribute to the long-term success and growth of the Company and its Subsidiaries, (ii) to assist the Company and its Subsidiaries in attracting and retaining persons with the requisite experience and ability, and (iii) to more closely align the interests of such employees, officers, directors and other key persons with the interests of the Company’s stockholders.

#### ***Section 2. Definitions***

The following terms shall be defined as set forth below:

“*Act*” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

“*Administrator*” is defined in Section 3(a).

“*Award*” or “*Awards*,” except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock Units, Restricted Stock Awards, and Unrestricted Stock Awards.

“*Award Agreement*” shall mean the agreement, whether in written or electronic form, specifying the terms and conditions of an Award granted under the Plan.

“*Board*” means the Board of Directors of the Company.

“*Change in Control*” is defined in Section 17.

“*Code*” means the Internal Revenue Code of 1986, as amended, and any successor Code, and related rules, regulations and interpretations.

“*Committee*” means the Committee of the Board referred to in Section 3.

“*Company*” is defined in Section 1.

“*Covered Employee*” means an employee who is a “Covered Employee” within the meaning of Section 162(m) of the Code.

“*Disability*” means a total and permanent disability as provided in the long-term disability plan or policy maintained, or most recently maintained, by the Company or a Subsidiary, as applicable, for the holder of the Award, whether or not such individual actually receives disability benefits under such plan or policy. If no long-term disability plan or policy was ever maintained on behalf of the holder of the Award, or if the determination of disability relates to an Incentive Stock Option and the continued qualification of the Option is dependent upon such determination, Disability means permanent and total disability as defined in Section 22(e)(3) of the Code. In the event of a dispute, the determination whether an individual is disabled will be made by the Administrator and may be supported by the advice of a physician competent in the area to which such disability relates.

“*Effective Date*” means the date on which the Plan is approved by stockholders as set forth in Section 19.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

“*Fair Market Value*” means the closing price for the Stock on any given date during regular trading, or as reported on the principal exchange or other trading market on which the Stock is then traded, or if not trading on that date, such price on the last preceding date on which the Stock was traded, unless determined otherwise by the Administrator using such methods or procedures as it may establish.

“*Grant Date*” means the first date on which all necessary corporate action has been taken to approve the grant of the Award as provided in the Plan, or such later date as is determined and specified as part of that authorization process. Notice of the grant shall be provided to the recipient within a reasonable time after the grant.

“*Incentive Stock Option*” means any Stock Option designated and qualified as an “incentive stock option” as defined in Section 422 of the Code.

“*Incumbent Directors*” is defined in Section 17(b)(iv).

“*Independent Director*” means a member of the Board who qualifies as an “independent director” as that term is defined in NASDAQ Stock Market Rule 5605(a)(2), as that rule may be amended from time to time, or in any replacement rule of The Nasdaq Stock Market. If The Nasdaq Stock Market ceases to publish an “independent director” definition, then the Administrator shall select an “independent director” definition it deems appropriate.

“*Nonstatutory Stock Option*” means any Stock Option that is not an Incentive Stock Option.

“*Option*” or “*Stock Option*” means any option to purchase shares of Stock granted pursuant to Section 6.

“*Outside Director*” means a current member of the Board who is: (i) not a current employee of the Company, (ii) not a former employee of the Company who receives compensation from the Company for prior services (other than benefits under a qualified retirement plan) during the taxable year, (iii) has not been an officer of the Company, and (iv) does not receive remuneration from the Company, either directly or indirectly in exchange for goods or services, in any capacity other than as a director, all as set out in detail in Treasury Regulation 1.162-27(e)(3).

“*Performance Criteria*” means the criteria that the Administrator selects for purposes of establishing the Performance Goal or Performance Goals for an individual for a Performance Period. The Performance Criteria (which shall be applicable to the organizational level specified by the Administrator, including, but not limited to, the Company as a whole, or a unit, division, department, group, line of business, or other business unit, whether or not legally constituted, in which the individual works) that will be used to establish Performance Goals are limited to the following: (i) stock price, (ii) market share, (iii) sales, (iv) revenue, (v) return on equity, assets or capital, (vi) economic profit (economic value added), (vii) total shareholder return, (viii) costs, (ix) expenses, (x) margins, (xi) earnings (including EBITDA) or earnings per share, (xii) cash flow (including adjusted operating cash flow), (xiii) customer satisfaction, (xiv) operating profit, (xv) net income, (xvi) research and development, (xvii) product releases, (xviii) manufacturing, or (xix) any combination of the foregoing, any of which under the preceding clauses (i) through (xix) may be measured either in absolute terms or as compared to any incremental increase or as compared to results of a peer group or market index.

“*Performance Goals*” means, for a Performance Period, the specific goals established in writing by the Administrator for a Performance Period based upon the Performance Criteria.

“*Performance Period*” means one or more periods of time, which may be of varying and overlapping durations, as the Administrator may select, over which the attainment of one or more Performance Criteria will be measured for the purpose of determining a grantee’s right to and the payment of a Restricted Stock Award or Restricted Stock Units. Each such period shall not be less than 12 months.

“*Plan*” is defined in Section 1.

“*Pool*” is defined in Section 4(a).

“*Reporting Persons*” means a person subject to Section 16 of the Exchange Act.

“*Restricted Stock*” is defined in Section 8(a).

“*Restricted Stock Award*” means Awards granted pursuant to Section 8.

“*Restricted Stock Units*” means Awards granted pursuant to Section 9.

“*Section 409A*” means Section 409A of the Code and the regulations and other guidance promulgated thereunder.

“*Stock*” means the common stock, par value \$0.01 per share, of the Company, subject to adjustments pursuant to Section 4.

“*Stock Appreciation Right*” means an Award granted pursuant to Section 7.

“*Subsidiary*” means any corporation or other entity (other than the Company) in which the Company owns at least a 50% interest or controls, either directly or indirectly.

“*Termination Date*” means the date, as determined by the Administrator, that an individual’s employment or service relationship, as applicable, with the Company or a Subsidiary terminates for any reason.

“*Unissued Shares*” is defined in Section 4(a).

“*Unrestricted Stock*” is defined in Section 10(a).

“*Unrestricted Stock Award*” means any Award granted pursuant to Section 10.

**Section 3. Administration Of Plan**

(a) Administrator. The Plan shall be administered by either the Board or a committee of not less than two Independent Directors (in either case, the “Administrator”), as determined by the Board from time to time; provided that, (i) for purposes of Awards to directors or Reporting Persons of the Company, the Administrator shall be deemed to include only directors who are Independent Directors and no director who is not an Independent Director shall be entitled to vote or take action in connection with any such proposed Award and (ii) for purposes of Performance Based Awards, the Administrator shall be a committee of the Board composed of two or more Outside Directors.

(b) Powers of Administrator. The Administrator shall have the power and authority to grant Awards consistent with the terms of the Plan, including the power and authority:

- (i) to select the individuals to whom Awards may from time to time be granted;
- (ii) to determine the time or times of grant, and the extent, if any, of Incentive Stock Options, Nonstatutory Stock Options, Stock Appreciation Rights, Restricted Stock Awards, Restricted Stock Units, and Unrestricted Stock Awards, or any combination of the foregoing, granted to any one or more grantees;
- (iii) to determine the number of shares of Stock to be covered by any Award;
- (iv) to determine and modify from time to time the terms and conditions, including restrictions, not inconsistent with the terms of the Plan, of any Award, which terms and conditions may differ among individual Awards and grantees, and to approve the form of written instruments evidencing the Awards;;

(v) to accelerate at any time the exercisability or vesting of all or any portion of any Award;

(vi) subject to the provisions of Section 6(a)(ii), to extend at any time the period in which Stock Options may be exercised;

(vii) at any time to adopt, alter and repeal such rules, guidelines and practices for administration and operation of the Plan and for its own acts and proceedings as it shall deem advisable; to interpret the terms and provisions of the Plan and any Award (including related written instruments); to make all determinations it deems advisable for the administration and operation of the Plan; to decide all disputes arising in connection with the Plan; and to otherwise supervise the administration of the Plan; and

(viii) to make any adjustments or modifications to Awards granted to participants who are working outside the United States and adopt any sub-plans as may be deemed necessary or advisable for participation of such participants, to fulfill the purposes of the Plan and/or to comply with applicable laws.

All decisions and interpretations of the Administrator shall be binding on all persons, including the Company and Plan grantees.

(c) Delegation of Authority to Grant Awards. The Administrator, in its discretion, may delegate to one or more executive officers of the Company all or part of the Administrator's authority and duties with respect to the granting of Awards at Fair Market Value, to individuals who are not Reporting Persons or Covered Employees. Any such delegation by the Administrator shall include a limitation as to the amount or value of Awards that may be granted during the period of the delegation and shall contain guidelines as to the determination of the exercise price of any Stock Option, the conversion ratio or price of other Awards and the vesting criteria. The Administrator may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Administrator's delegate or delegates that were consistent with the terms of the Plan.

(d) Indemnification. Neither the Board nor the Committee, nor any member of either or any delegate thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with the Plan, and the members of the Board and the Committee (and any delegate thereof) shall be entitled in all cases to indemnification and reimbursement by the Company in respect of any claim, loss, damage or expense (including, without limitation, reasonable attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors' and officers' liability insurance coverage which may be in effect from time to time.

#### **Section 4. Stock Issuable Under The Plan; Mergers; Substitution**

(a) Stock Issuable. The maximum number of shares of Stock reserved and available for issuance under the Plan shall be 300,000 shares, subject to adjustment as provided in Section 4(b) (the "Pool"). For purposes of this limitation, in respect of any shares of Stock under any Award which shares are forfeited, canceled, satisfied without the issuance of Stock, otherwise terminated, or, for shares of Stock issued pursuant to any unvested full value Award, reacquired by the Company at not more than the grantee's purchase price (other than by exercise) ("Unissued Shares"), the number of shares of Stock that were removed from the Pool for such Unissued Shares shall be added back to the Pool. Subject to such overall limitation, shares of Stock may be issued up to such maximum number pursuant to any type or types of Award, including Incentive Stock Options; provided however than the maximum number of shares of Stock subject to all Award that may be granted under this Plan to any individual in the aggregate in any fiscal year of the Company shall not exceed 100,000 shares, subject to adjustment under Section 4(b) below. The shares available for issuance from the Pool may be authorized but unissued shares of Stock or shares of Stock reacquired by the Company and held in its treasury, or shares purchased on the open market.

(b) Changes in Stock. Subject to Section 17 hereof, if, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the Company's capital stock, the outstanding shares of Stock are increased or decreased or are exchanged for a different

number or kind of shares or other securities of the Company, or additional shares or new or different shares or other securities of the Company or other non-cash assets are distributed with respect to such shares of Stock or other securities, or, if, as a result of any merger or consolidation, sale of all or substantially all of the assets of the Company, the outstanding shares of Stock are converted into or exchanged for a different number or kind of securities of the Company or any successor entity (or a parent or subsidiary thereof), the Administrator shall make an appropriate or proportionate adjustment in (i) the maximum number of shares reserved for issuance under the Plan, (ii) the number of shares of Stock that can be granted to any one individual grantee, (iii) the maximum number of shares that may be granted under a Performance-Based Award, (iv) the number and kind of shares or other securities subject to any then outstanding Awards under the Plan, (v) the repurchase price per share subject to each outstanding Restricted Stock Award, and (vi) the price for each share subject to any then outstanding Stock Options and Stock Appreciation Rights under the Plan, without changing the aggregate exercise price (i.e., the exercise price multiplied by the number of Stock Options or Stock Appreciation Rights) as to which such Stock Options and Stock Appreciation Rights remain exercisable. The adjustment by the Administrator shall be final, binding and conclusive. No fractional shares of Stock shall be issued under the Plan resulting from any such adjustment, but the Administrator in its discretion may make a cash payment in lieu of fractional shares.

The Administrator may also adjust the number of shares subject to outstanding Awards and the exercise price and the terms of outstanding Awards to take into consideration material changes in accounting practices or principles, extraordinary dividends, acquisitions or dispositions of stock or property or any other event if it is determined by the Administrator that such adjustment is appropriate to avoid distortion in the operation of the Plan, provided that no such adjustment shall be made in the case of an Incentive Stock Option, without the consent of the grantee, if it would constitute a modification, extension or renewal of the Option within the meaning of Section 424(h) of the Code.

(c) Substitute Awards. The Administrator may grant Awards under the Plan in substitution for stock and stock-based awards held by employees, directors or other key persons of another corporation in connection with the merger or consolidation of the employing corporation with the Company or a Subsidiary or the acquisition by the Company or a Subsidiary of property or stock of the employing corporation. The Administrator may direct that the substitute awards be granted on such terms and conditions as the Administrator considers appropriate in the circumstances. Any substitute Awards granted under the Plan shall not count against the share limitation applicable to individuals set forth in the penultimate sentence of Section 4(a).

#### ***Section 5. Eligibility***

Incentive Stock Options may only be granted to employees (including officers and directors who are also employees) of the Company or a Subsidiary. All other Awards may be granted to employees, officers, directors and key persons (including consultants and prospective employees) of the Company and its Subsidiaries.

#### ***Section 6. Stock Options***

Any Stock Option granted under the Plan shall be in such form as the Administrator may from time to time approve.

Stock Options granted under the Plan may be either Incentive Stock Options or Nonstatutory Stock Options. Incentive Stock Options may be granted only to employees of the Company or any Subsidiary that is a “subsidiary corporation” within the meaning of Section 424(f) of the Code. To the extent that any Option does not qualify as an Incentive Stock Option, it shall be deemed a Nonstatutory Stock Option.

(a) Stock Options. Stock Options granted pursuant to this Section 6 shall be subject to the following terms and conditions and shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as the Administrator shall deem desirable. If the Administrator so determines, Stock Options may be granted in lieu of cash compensation at the optionee’s election, subject to such terms and conditions as the Administrator may establish.

(i) Exercise Price. The exercise price per share for the Stock covered by a Stock Option granted pursuant to this Section 6 shall be determined by the Administrator at the time of grant but shall not be less than 100 percent of the Fair Market Value on the Grant Date. If an employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation and an Incentive Stock Option is granted to such employee, the option price of such Incentive Stock Option shall be not less than 110 percent of the Fair Market Value on the Grant Date.

(ii) Option Term. The term of each Stock Option shall be fixed by the Administrator, but no Stock Option shall be exercisable more than 10 years after the date the Stock Option is granted. If an employee owns or is deemed to own (by reason of the attribution rules of Section 424(d) of the Code) more than 10 percent of the combined voting power of all classes of stock of the Company or any parent or subsidiary corporation and an Incentive Stock Option is granted to such employee, the term of such Stock Option shall be no more than five years from the date of grant.

(iii) Exercisability; Rights of a Stockholder. Stock Options shall become exercisable at such time or times, whether or not in installments, as shall be determined by the Administrator at or after the Grant Date. The Administrator may at any time accelerate the exercisability of all or any portion of any Stock Option. An optionee shall have the rights of a stockholder only as to shares acquired upon the exercise of a Stock Option and not as to unexercised Stock Options.

(iv) Method of Exercise. Stock Options may be exercised in whole or in part, by giving written notice of exercise to the Company, specifying the number of shares to be purchased. Payment of the purchase price may be made by one or more of the following methods to the extent provided in the Option Award agreement:

(A) In cash, or by certified or bank check or other instrument acceptable to the Administrator;

(B) Through the delivery (or attestation to the ownership) of shares of Stock that are not then subject to restrictions under any company plan. Such surrendered shares shall be valued at Fair Market Value on the exercise date;

(C) By a “cashless exercise” arrangement pursuant to which the optionee delivers to the Company a properly executed exercise notice together with irrevocable instructions to a broker to promptly deliver to the Company cash or a check payable and acceptable to the Company for the purchase price; provided that in the event the optionee chooses to pay the purchase price as so provided, the optionee and the broker shall comply with such procedures and enter into such agreements of indemnity and other agreements as the Administrator shall prescribe as a condition of such payment procedure;

(D) By a “net exercise” arrangement pursuant to which the Company will reduce the number of shares of Stock issuable upon exercise by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price; or

(E) Any other method permitted by the Administrator.

Payment instruments will be received subject to collection. The delivery of certificates representing the shares of Stock to be purchased pursuant to the exercise of a Stock Option will be contingent upon receipt from the optionee (or a purchaser acting in his stead in accordance with the provisions of the Stock Option) by the Company of the full purchase price for such shares and the fulfillment of any other requirements contained in the Option Award agreement or applicable provisions of laws. In the event an optionee chooses to pay the purchase price by previously-owned shares of Stock through the attestation method, the number of shares of Stock transferred to the optionee upon the exercise of the Stock Option shall be net of the number of shares attested to.

(v) Annual Limit on Incentive Stock Options. To the extent required for “incentive stock option” treatment under Section 422 of the Code, the aggregate Fair Market Value (determined as of the time of grant) of the shares of Stock with respect to which Incentive Stock Options granted under this Plan and any other plan of the Company or its parent and subsidiary corporations become exercisable for the first time by an optionee during any calendar year shall not exceed \$100,000. To the extent that any Stock Option exceeds this limit, it shall constitute a Nonstatutory Stock Option.

(vi) Exercise Period following Termination. When an optionee’s employment (or other service relationship) with the Company and its Subsidiaries terminates, the optionee’s Stock Options may be exercised within the period of time specified in the Award Agreement evidencing the Option, to the extent that the Option is vested on the optionee’s Termination Date. In the absence of a specific period of time set forth in the Award Agreement a Stock Option shall remain exercisable (to the extent vested on the optionee’s Termination Date): (i) for three (3) months following the Termination Date upon any termination other than for Disability or death; or (ii) for twelve (12) months following the Termination Date upon termination for Disability or death, or if an optionee dies within three (3) months after his Termination Date; provided however that in no event shall any Option be exercisable after the expiration of the term of such Option.

(b) Non-transferability of Options. No Stock Option shall be transferable by the optionee otherwise than by will or by the laws of descent and distribution and all Stock Options shall be exercisable, during the optionee’s lifetime, only by the optionee, or by the optionee’s legal representative or guardian in the event of the optionee’s incapacity. Notwithstanding the foregoing, the Administrator, in its sole discretion, may provide in the Award Agreement regarding a given Option, or may agree in writing with respect to an outstanding Option, that the optionee may transfer his Nonstatutory Stock Options to members of his immediate family, to trusts for the benefit of such family members, or to partnerships in which such family members are the only partners, provided that the transferee agrees in writing with the Company to be bound by all of the terms and conditions of this Plan and the applicable Option.

#### ***Section 7. Stock Appreciation Rights***

(a) Nature of Stock Appreciation Rights. A Stock Appreciation Right is an Award entitling the recipient to receive cash or shares of Stock, as determined by the Administrator, having a value on the date of exercise calculated as follows: (i) the Grant Date exercise price of a share of Stock is (ii) subtracted from the Fair Market Value of the Stock on the date of exercise and (iii) the difference is multiplied by the number of shares of Stock with respect to which the Stock Appreciation Right shall have been exercised.

(b) Exercise Price of Stock Appreciation Rights. The exercise price of a Stock Appreciation Right shall not be less than 100 percent of the Fair Market Value of the Stock on the Grant Date.

(c) Grant and Exercise of Stock Appreciation Rights. Stock Appreciation Rights may be granted by the Administrator independently of any Stock Option granted pursuant to Section 6 of the Plan.

(d) Terms and Conditions of Stock Appreciation Rights. Stock Appreciation Rights shall be subject to such terms and conditions as shall be determined from time to time by the Administrator. The term of a Stock Appreciation Right may not exceed ten years.

(e) Exercise Period following Termination. When a recipient’s employment (or other service relationship) with the Company and its Subsidiaries terminates, the recipient’s Stock Appreciation Rights may be exercised within the period of time specified in the Award Agreement evidencing the Stock Appreciation Right, to the extent that the Stock Appreciation Right is exercisable on the recipient’s Termination Date. In the absence of a specific period of time set forth in the Award Agreement a Stock Appreciation Right shall remain exercisable (to the extent exercisable on the recipient’s Termination Date): (i) for three (3) months following the Termination Date upon any termination other than for Disability or death; or (ii) for twelve (12) months following the Termination Date upon termination for Disability or death, or if a recipient dies within three (3) months after his Termination Date; provided however that in no event shall any Stock Appreciation Right be exercisable after the expiration of the term of such Stock Appreciation Right.

## ***Section 8. Restricted Stock Awards***

(a) **Nature of Restricted Stock Awards.** A Restricted Stock Award is an Award entitling the recipient to acquire, at such purchase price (if any) as determined by the Administrator, shares of Stock subject to such restrictions and conditions as the Administrator may determine at the time of grant ("Restricted Stock"). Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. The grant of a Restricted Stock Award is contingent on the grantee executing the Restricted Stock Award agreement. The terms and conditions of each such agreement shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees.

(b) **Rights as a Stockholder.** Upon execution of a written instrument setting forth the Restricted Stock Award and payment of any applicable purchase price, a grantee shall have the rights of a stockholder with respect to the voting of the Restricted Stock, subject to any exceptions or conditions contained in the written instrument evidencing the Restricted Stock Award. Unless the Administrator shall otherwise determine, certificates evidencing the Restricted Stock shall remain in the possession of the Company until such Restricted Stock is vested as provided in Section 8(d) below, and the grantee shall be required, as a condition of the grant, to deliver to the Company a stock power endorsed in blank.

(c) **Restrictions.** Restricted Stock may not be sold, assigned, transferred, pledged or otherwise encumbered or disposed of except as specifically provided herein or in the Restricted Stock Award agreement. If a grantee's employment (or other service relationship) with the Company and its Subsidiaries terminates for any reason, the Company shall have the right to repurchase Restricted Stock that has not vested at the time of termination at its original purchase price, if any, from the grantee or the grantee's legal representative. Unless otherwise stated in the written instrument evidencing the Restricted Stock Award, any Restricted Stock for which the grantee did not pay any purchase price and which is not vested at the time of the grantee's termination of employment (or other service relationship) shall automatically be forfeited immediately following such termination.

(d) **Vesting of Restricted Stock.** The Administrator at the time of grant shall specify the date or dates and/or the attainment of pre-established performance goals, objectives and other conditions on which the non-transferability of the Restricted Stock and the Company's right of repurchase or forfeiture shall lapse. Subsequent to such date or dates and/or the attainment of such pre-established performance goals, objectives and other conditions, the shares on which all restrictions have lapsed shall no longer be Restricted Stock and shall be deemed "vested." Except as may otherwise be provided by the Administrator either in the Award agreement or, subject to Section 15 below, in writing after the Award agreement is issued, a grantee's rights in any shares of Restricted Stock that have not vested shall automatically terminate upon the grantee's termination of employment (or other service relationship) with the Company and its Subsidiaries and such shares shall be subject to forfeiture or the Company's right of repurchase as provided in Section 8(c) above.

(e) **Waiver, Deferral and Reinvestment of Dividends.** The Restricted Stock Award agreement may require or permit the immediate payment, waiver, deferral or investment of dividends paid on the Restricted Stock.

## ***Section 9. Restricted Stock Units***

(a) **Nature of Restricted Stock Units.** A Restricted Stock Unit is a bookkeeping entry representing the right to receive, upon its vesting, one share of Stock (or a percentage or multiple of one share of Stock if so specified in the Award Agreement evidencing the Award) for each Restricted Stock Unit awarded to a grantee and represents an unfunded and unsecured obligation of the Company. The Administrator shall determine the restrictions and conditions applicable to each Restricted Stock Unit at the time of grant. Conditions may be based on continuing employment (or other service relationship) and/or achievement of pre-established performance goals and objectives. The terms and conditions of each such Award Agreement shall be determined by the Administrator, and such terms and conditions may differ among individual Awards and grantees. At the end of the vesting period, the Restricted Stock Units, to the extent vested, shall be settled in the form of shares of Stock. Notwithstanding the foregoing, the Administrator, in its discretion, may determine either at the time of grant or at the time of settlement, that a Restricted Stock Unit shall be settled in cash. To the extent that an award of Restricted Stock Units is subject

to Section 409A, it may contain such additional terms and conditions as the Administrator shall determine in its sole discretion in order for such Award to comply with the requirements of Section 409A.

(b) Rights as a Stockholder. A grantee shall have the rights as a stockholder only as to shares of Stock acquired by the grantee upon settlement of Restricted Stock Units.

(c) Termination. Except as may otherwise be provided by the Administrator either in the Award agreement or, subject to Section 15 below, in writing after the Award is issued, a grantee's right in all Restricted Stock Units that have not vested shall automatically terminate immediately following the grantee's termination of employment (or cessation of service relationship) with the Company and its Subsidiaries for any reason.

#### **Section 10. Unrestricted Stock Awards**

(a) Grant or Sale of Unrestricted Stock. The Administrator may, in its sole discretion, grant or sell at a purchase price (determined by the Administrator) an Unrestricted Stock Award to any grantee, pursuant to which such grantee may receive shares of Stock free of any restrictions ("Unrestricted Stock") under the Plan. Unrestricted Stock Awards may be granted or sold as described in the preceding sentence in respect of past services or other valid consideration, or in lieu of any cash compensation due to such participant.

(b) Restrictions on Transfers. The right to receive shares of Unrestricted Stock on a deferred basis may not be sold, assigned, transferred, pledged or otherwise encumbered, other than by will or the laws of descent and distribution.

#### **Section 11. Performance-Based Awards to Covered Employees**

(a) Performance-Based Awards. A Performance-Based Award means any Restricted Stock Award or Restricted Stock Unit granted to a Covered Employee that is intended to qualify as "performance-based compensation" under Section 162(m) of the Code and any regulations appurtenant thereto. Any employee or other key person providing services to the Company and who is selected by the Administrator may be granted one or more Performance-Based Awards in the form of a Restricted Stock Award or Restricted Stock Units payable upon the attainment of Performance Goals that are established by the Administrator and related to one or more of the Performance Criteria, in each case on a specified date or dates or over any period or periods determined by the Administrator. The Administrator shall define in an objective fashion the manner of calculating the Performance Criteria it selects to use for any Performance Period. Depending on the Performance Criteria used to establish such Performance Goals, the Performance Goals may be expressed in terms of overall company performance or the performance of a division, business unit, or an individual. The Administrator, in its discretion, may adjust or modify the calculation of Performance Goals for such Performance Period in order to prevent the dilution or enlargement of the rights of an individual (i) in the event of, or in anticipation of, any unusual or extraordinary corporate item, transaction, event or development, (ii) in recognition of, or in anticipation of, any other unusual or nonrecurring events affecting the Company, or the financial statements of the Company, or (iii) in response to, or in anticipation of, changes in applicable laws, regulations, accounting principles, or business conditions provided however, that the Administrator may not exercise such discretion in a manner that would increase the Performance-Based Award granted to a Covered Employee. Each Performance-Based Award shall comply with the provisions set forth below.

(b) Grant of Performance-Based Awards. With respect to each Performance-Based Award granted to a Covered Employee, the Administrator shall select, within the first 90 days of a Performance Period (or, if shorter, within the maximum period allowed under Section 162(m) of the Code) the Performance Criteria for such grant, and the Performance Goals with respect to each Performance Criterion (including a threshold level of performance below which no amount will become payable with respect to such Award). Each Performance-Based Award will specify the amount payable, or the formula for determining the amount payable, upon achievement of the various applicable performance targets. The Performance Criteria established by the Administrator may be (but need not be) different for each Performance Period and different Performance Goals may be applicable to Performance-Based Awards to different Covered Employees.

(c) Payment of Performance-Based Awards. Following the completion of a Performance Period, the Administrator shall review and certify in writing whether, and to what extent, the Performance Goals for the Performance Period have been achieved and, if so, shall calculate and certify in writing the amount of the Performance-Based Awards earned for the Performance Period. The Administrator shall then determine the actual size of each Covered Employee's Performance-Based Award, and, in doing so, may reduce (but not increase) or eliminate the amount of the Performance-Based Award for a Covered Employee if, in its sole judgment, such reduction or elimination is appropriate.

(d) Maximum Award Payable. The maximum number of shares of Stock subject to all Performance-Based Awards payable to any one Covered Employee (whether such Awards are settled in Stock or in cash) under the Plan with respect to each year of a Performance Period is 100,000 shares of Stock (subject to adjustment as provided in Section 4(c) hereof).

### ***Section 12. Tax Withholding***

(a) Payment by Grantee. Each grantee shall, no later than the date as of which the value of an Award or of any Stock or other amounts received thereunder first becomes taxable, pay to the Company, or make arrangements satisfactory to the Administrator regarding payment of, any Federal, state, local or foreign taxes of any kind required by law to be withheld with respect to such income. The Company and its Subsidiaries shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the grantee. The Company's obligation to deliver stock certificates to any grantee is subject to and is conditioned on tax obligations being satisfied by the grantee.

(b) Payment in Stock. If provided in the instrument evidencing an Award, either the grantee or the Company may elect to have the statutory minimum required tax withholding obligation satisfied, in whole or in part, by (i) withholding from shares of Stock to be issued pursuant to any Award a number of shares with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy such withholding amount due, or (ii) allowing a grantee to transfer to the Company shares of Stock owned by the grantee with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy such withholding amount due.

### ***Section 13. Section 409A Awards***

To the extent that any Award is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A (a "409A Award"), the Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order to comply with Section 409A. In this regard, if any amount under a 409A Award is payable upon a "separation from service" (within the meaning of Section 409A) to a grantee who is then considered a "specified employee" (within the meaning of Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the grantee's separation from service, or (ii) the grantee's death, but only to the extent such delay is necessary to prevent such payment from being subject to interest, penalties and/or additional tax imposed pursuant to Section 409A. Further, the settlement of any 409A Award may not be accelerated or postponed except to the extent permitted by Section 409A.

### ***Section 14. Transfer, Leave Of Absence, Etc.***

For purposes of the Plan, the following events shall not be deemed a termination of employment:

(a) a transfer to the employment of the Company from a Subsidiary or from the Company to a Subsidiary, or from one Subsidiary to another; or

(b) an approved leave of absence for military service or sickness, or for any other purpose approved by the Company, if the employee's right to re-employment is guaranteed either by a statute or by contract or under the policy pursuant to which the leave of absence was granted or if the Administrator otherwise so provides in writing.

### **Section 15. Amendments And Termination**

Subject to requirements of law or any stock exchange or similar rules which would require a vote of the Company's shareholders, the Board may, at any time, amend or discontinue the Plan and the Administrator may, at any time, amend or cancel any outstanding Award for the purpose of satisfying changes in law or for any other lawful purpose, but no such action shall adversely affect rights under any outstanding Award without the holder's consent. If and to the extent determined by the Administrator to be required by the Code to ensure that Incentive Stock Options granted under the Plan are qualified under Section 422 of the Code or to ensure that compensation earned under Awards qualifies as performance-based compensation under Section 162(m) of the Code, if and to the extent intended to so qualify, Plan amendments shall be subject to approval by the Company stockholders entitled to vote at a meeting of stockholders. Nothing in this Section 15 shall limit the Administrator's authority to take any action permitted pursuant to Section 4(c).

### **Section 16. Status Of Plan**

With respect to the portion of any Award that has not been exercised and any payments in cash, Stock or other consideration not received by a grantee, a grantee shall have no rights greater than those of a general creditor of the Company unless the Administrator shall otherwise expressly determine in connection with any Award or Awards. In its sole discretion, the Administrator may authorize the creation of trusts or other arrangements to meet the Company's obligations to deliver Stock or make payments with respect to Awards hereunder, provided that the existence of such trusts or other arrangements is consistent with the foregoing sentence.

### **Section 17. Change in Control Provisions**

(a) Upon the occurrence of a Change in Control as defined in this Section 17, the Administrator in its discretion may, at the time an Award is made or at any time thereafter, take one or more of the following actions: (i) provide for the acceleration of any time period relating to the exercise or payment of the Award; (ii) provide for termination of any Awards not exercised prior to the occurrence of a Change in Control; (iii) provide for payment to the holder of the Award of cash or other property with a Fair Market Value equal to the amount that would have been received upon the exercise or payment of the Award had the Award been exercised or paid upon the Change in Control in exchange for cancellation of the Award; (iv) adjust the terms of the Award in a manner determined by the Administrator to reflect the Change in Control; (v) cause the Award to be assumed, or new rights substituted therefor, by another entity; or (vi) make such other provision as the Administrator may consider equitable to the holders of Awards and in the best interests of the Company.

(b) "Change in Control" or "Change in Control of the Company" shall mean the occurrence of any one of the following:

(i) Any "Person", as such term is used in Sections 13(d) and 14(d) of the Act, other than the Company or a Subsidiary, becomes a beneficial owner (within the meaning of Rule 13d-3, as amended, as promulgated under the Exchange Act), directly or indirectly, in one or a series of transactions, of securities representing more than 50% of the combined voting power of the Company's then outstanding securities;

(ii) The consummation of a merger or consolidation of the Company with any other Person, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity), more than 50% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation;

(iii) The closing of a sale or other disposition by the Company of all or substantially all of the assets of the Company;

(iv) Individuals who constitute the Board on the date hereof ("Incumbent Directors") cease for any reason to constitute at least a majority of the Board; *provided*, that any individual who becomes a member of the Board subsequent to the date hereof, whose election or nomination for election was approved by a

vote of at least two-thirds of the Incumbent Directors shall be treated as an Incumbent Director unless he or she assumed office as a result of an actual or threatened election contest with respect to the election or removal of directors; or

- (v) A complete liquidation or dissolution of the Company;

*provided*, in each case, that such event also constitutes a “change in control event” within the meaning of the Treasury Regulation Section 1.409A-3(i)(5) if necessary to avoid the imposition of additional taxes under Section 409A.

### **Section 18. General Provisions**

(a) **No Distribution; Compliance with Legal Requirements.** The Administrator may require each person acquiring Stock pursuant to an Award to represent to and agree with the Company in writing that such person is acquiring the shares without a view to distribution thereof.

No shares of Stock shall be issued pursuant to an Award until all applicable securities law and other legal and stock exchange or similar requirements, whether located in the United States or a foreign jurisdiction, have been satisfied. The Administrator may require the placing of such stop-orders and restrictive legends on certificates for Stock and Awards as it deems appropriate.

No Award under the Plan shall be a nonqualified deferred compensation plan, as defined in Code Section 409A, unless such Award meets in form and in operation the requirements of Code Section 409A(a)(2),(3), and (4).

Notwithstanding anything to the contrary contained in this Plan, Awards may be made to an individual who is a foreign national or employed or performing services outside of the United States on such terms and conditions different from those specified in the Plan as the Administrator considers necessary or advisable to achieve the purposes of the Plan or to comply with applicable laws

The Company shall not be required to sell or issue any shares under any Award if the issuance of such shares shall constitute a violation by the Company or by the person acquiring such shares of any provision of any law or regulation of any governmental authority. In addition, in connection with the Act, the Company shall not be required to issue any shares upon exercise of any Option unless the Company has received evidence satisfactory to it to the effect that the holder of such Option will not transfer such shares except pursuant to a registration statement in effect under the Act or unless an opinion of counsel satisfactory to the Company has been received by the Company to the effect that such registration is not required in connection with any such transfer. Any determination in this connection by the Administrator shall be final, binding and conclusive. In the event the shares issuable on exercise of an Option are not registered under the Act or under the securities laws of each relevant state or other jurisdiction, the Company may imprint on the certificate(s) appropriate legends that counsel for the Company considers necessary or advisable to comply with the Act or any such state or other securities law. The Company may register, but in no event shall be obligated to register, any securities covered by the Plan pursuant to the Act; and in the event any shares are so registered the Company may remove any legend on certificates representing such shares. The Company shall not be obligated to take any affirmative action in order to cause the exercise of an Option, the grant of any Award or the issuance of shares pursuant thereto to comply with any law or regulation of any governmental authority.

(b) **Delivery of Stock Certificates.** Stock certificates to grantees under this Plan shall be deemed delivered for all purposes when the Company or a stock transfer agent of the Company shall have mailed such certificates in the United States mail, addressed to the grantee, at the grantee’s last known address on file with the Company. In lieu of delivery of stock certificates, the Company may, to the extent permitted by law and the Articles of Organization and by-laws of the Company, issue shares of Stock hereunder in book entry form.

(c) **Other Compensation Arrangements; No Employment Rights.** Nothing contained in this Plan shall prevent the Board from adopting other or additional compensation arrangements, including trusts, and

such arrangements may be either generally applicable or applicable only in specific cases. The adoption of this Plan and the grant of Awards do not confer upon any employee any right to continued employment with the Company or any Subsidiary.

(d) Trading Policy and Lock-up Restrictions. Option exercises and other Awards under the Plan shall be subject to the Company's insider trading policy, as in effect from time to time. In addition, unless the Administrator specifies otherwise, each Award shall provide that upon the request of the Company or the managing underwriter(s) of any offering of securities of the Company that is the subject of a registration statement filed under the Act, the holder of any Award shall, in connection therewith, agree in writing (in such form as the Company or such managing underwriter(s) shall request) to the general effect that for a period of time (not to exceed 180 days) from the effective date of the registration statement under the Act for such offering, the holder or purchaser will not sell, make any short sale of, loan, grant any option for the purchase of, or otherwise dispose of any shares of Stock owned or controlled by him or her as a result of or in connection with this Plan. In connection with the foregoing lock-up provisions, the Company may place such stop-transfer orders with the Company's transfer agent and otherwise and restrictive legends on certificates for Stock and Awards as it deems appropriate.

(e) Delivery and Execution of Electronic Documents. To the extent permitted by applicable law, the Company may (i) deliver by email or other electronic means (including posting on a web site maintained by the Company or by a third party under contract with the Company) all documents relating to the Plan and any Award thereunder and (ii) permit participants in the Plan to electronically execute applicable Plan documents (including but not limited to, Award Agreements) in a manner prescribed by the Administrator.

***Section 19. Effective Date Of Plan***

This Plan shall become effective upon approval by the holders of a majority of the shares of Stock of the Company present or represented and entitled to vote at a meeting of stockholders at which a quorum is present or by written consent of the stockholders. Subject to such approval by the stockholders, Stock Options and other Awards may be granted hereunder on and after adoption of this Plan by the Board.

***Section 20. Governing Law***

This Plan and all Awards and actions taken thereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware, applied without regard to conflict of law principles.