

**PURCHASE AGREEMENT**

August \_\_, 2010

[GLOI Holdings, LLC]  
c/o Mitchell Holdings LLC  
41 East 60th Street  
New York NY 10022

Gentlemen:

Cipher 06 LLC, a [\_\_\_\_\_] limited liability company (“Cipher”), and Vicis Capital Master Fund, a [\_\_\_\_\_] (“Vicis” and, together with Cipher, the “Sellers”), hereby agree with [GLOI Holdings, LLC], a Delaware limited liability company (the “Purchaser”) as follows:

**1. PURCHASE AND SALE OF SECURITIES.**

(a) Subject to the terms and conditions hereof, on the date hereof, each Seller shall sell to the Purchaser and the Purchaser shall purchase from the respective Sellers, such number of shares of Common Stock, par value \$0.001 per share (the shares of Common Stock to be sold hereunder, the “Securities”) of GlobalOptions Group, Inc., a Delaware corporation (the “Company”), as is set forth on Schedule I hereto with respect to each Seller for the aggregate amount in cash set forth opposite such Seller’s name on Schedule I hereto (the aggregate of all such amounts to be paid to the Sellers, the “Purchase Price”).<sup>1</sup>

(b) Such sales and purchases shall be effected by the Sellers delivering to the Purchaser duly executed certificates or other instruments evidencing the Securities to be purchased, in each case with appropriate instruments of transfer attached (duly endorsed or otherwise in form sufficient for transfer), against delivery by the Purchaser to each Seller of such Seller’s portion of the Purchase Price, as set forth on Schedule I hereto, by wire transfer of immediately available funds to the account that is set forth in Schedule I hereto with respect to such Seller.

(c) The closing of the purchases and sales referred to above hereto shall take place on the date hereof at the offices of Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, at 10:00 a.m., New York time.

---

<sup>1</sup> Discuss the treatment of dividends that are paid post-closing but whose record date was pre-closing.

## 2. REPRESENTATIONS AND WARRANTIES OF EACH SELLER.

Each Seller, severally and not jointly, represents and warrants to the Purchaser that:

(a) Such Seller is a limited liability company or [\_\_\_\_], as applicable, duly organized, validly existing and in good standing under the laws of the State of [\_\_\_\_\_].

(b) Such Seller is authorized to execute, deliver and perform this Agreement and each of the transactions contemplated hereby. No other action is necessary to authorize such execution, delivery and performance, and upon such execution and delivery, this Agreement shall constitute a valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms.

(c) No consent, approval, authorization or order of any court, governmental agency or body or arbitrator having jurisdiction over such Seller is required for the execution, delivery or performance by such Seller of its obligations hereunder, including without limitation the sale of the Securities.

(d) Except as set forth on Schedule 2(d), neither the sale of the Securities nor the performance of such Seller's obligations hereunder will (i) violate, conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, or acceleration) under (x) the certificate of incorporation, bylaws or other organizational documents of such Seller, (y) any decree, judgment, order, law, treaty, rule, regulation or determination of any court, governmental agency or body or arbitrator (each, a "Governmental Authority") having jurisdiction over such Seller or any of its assets or properties or (z) the terms of any material agreement to which such Seller is a party or to which any of such Seller's properties is subject or (ii) require any material consent, authorization or approval of any person.

(e) Such Seller has legal, valid and marketable title to the Securities set forth opposite such Seller's name on Schedule I hereto, free and clear of all liens and encumbrances and has all power to vote, dispose of and exercise all other rights with respect to such Securities. The sale and delivery of the Securities to the Purchaser in accordance with the terms hereof will vest in the Purchaser legal, valid and marketable title to the Securities, free and clear of all liens and encumbrances. Such Seller has not granted, entered into or otherwise created any Voting Proxy (as defined below) which is currently (or which will hereafter become) effective, and if any Voting Proxy has been created, such Voting Proxy is hereby revoked.

(f) The sale of the Securities by such Seller is not part of a plan or scheme to evade the registration requirements of the Securities Act. Neither such Seller nor any person acting on behalf of such Seller has offered or sold any of the Securities by any form of general solicitation or general advertising.

### 3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Sellers that:

(a) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of [\_\_\_\_\_].

(b) The Purchaser is authorized to execute, deliver and perform this Agreement and each of the transactions contemplated hereby. No other action is necessary to authorize such execution, delivery and performance, and upon such execution and delivery, this Agreement shall constitute a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.

(c) No consent, approval, authorization or order of any court, governmental agency or body or arbitrator having jurisdiction over the Purchaser is required for the execution, delivery or performance by the Purchaser of its obligations hereunder, including without limitation the purchase of the Securities.

(d) Neither the acquisition of the Securities nor the performance of the Purchaser's obligations hereunder will (i) violate, conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, or acceleration) under (x) the certificate of incorporation, bylaws or other organizational documents of the Purchaser, (y) any decree, judgment, order, law, treaty, rule, regulation or determination of any Governmental Authority having jurisdiction over the Purchaser or any of its assets or properties or (z) the terms of any material agreement to which the Purchaser is a party or to which any of the Purchaser's properties is subject or (ii) require any material consent, authorization or approval of any person.

(e) The Purchaser understands that the Securities have not been registered under the Securities Act nor qualified under any state securities laws and that they are being offered and sold pursuant to an exemption from such registration and qualification based in part upon the representations of the Purchaser contained herein.

(f) The Purchaser is familiar with the business and operations of the Company.

(g) The Purchaser [is an "accredited investor" as such term is defined in Rule 501(a) of the Securities Act and] has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the investment contemplated by this Agreement. The Purchaser is able to bear the economic risk of its investment in the Company (including a complete loss of its investment).

(h) The Purchaser understands that it must bear the economic risk of this investment indefinitely unless its Securities are registered pursuant to the Securities Act or an

exemption from such registration is available and unless the disposition of such securities is qualified under applicable state securities laws or an exemption from such qualification is available. The Purchaser further understands that there is no assurance that any exemption from the Securities Act will be available or, if available, that such exemption will allow the Purchaser to Transfer any or all of the Securities in the amounts or at the time the Purchaser might propose.

(i) The Purchaser is acquiring the Securities solely for its own account for investment and not with a view toward the resale, Transfer or distribution thereof nor with any present intention of distributing the Securities. No other person has any right with respect to or interest in the Securities to be purchased by the Purchaser, nor has the Purchaser agreed to give any person any such interest or right in the future.

#### 4. COVENANTS OF THE PARTIES.

(a) Securities Act Restrictions. The Purchaser acknowledges that the certificates evidencing the Securities will bear a legend reflecting the restrictions on the transfer of such securities under the Securities Act.<sup>2</sup>

(b) Further Assurances. From and after the date hereof, each Seller shall execute all certificates, instruments, documents or agreements and shall take any and all other actions that it is reasonably requested to execute or take to further effectuate the transactions contemplated hereby.

(c) Excluded Information. Each of the Sellers hereby represents and warrants to the Purchaser that it is a sophisticated seller of the Securities with sufficient knowledge and experience in investing in equity securities to properly evaluate the merits of the transactions and that it is able to bear the substantial risks associated therewith. Each of the Sellers further represents and warrants that it has independently, and based on such information as it has deemed appropriate, made its own analysis and decision to sell the Securities. Each of the Sellers acknowledges that the Purchaser or any of its Affiliates or any of their respective officers, directors, employees and agents (the "Purchaser Parties") may be in possession of material non-public information not known to the Sellers, including, without limitation, information received from the Company on a confidential basis (the "Excluded Information"). Each of the Sellers agrees that the Purchaser Parties shall not be obligated to disclose any Excluded Information to the Sellers, and each of the Sellers further acknowledges that it is proceeding with the transactions contemplated hereby knowingly and voluntarily without access to or the benefit of such Excluded Information. Each of the Sellers agrees that the Purchaser Parties shall not have any liability to the Sellers with respect to any such non-disclosure and hereby waive any and all claims and causes of action now or hereafter arising against the Purchaser Parties based upon or relating to such non-disclosure.

(d) Voting of the Securities.

---

<sup>2</sup> Discuss if Sellers' registration rights are assignable?

(i) Agreement to Vote Shares. The Sellers hereby covenant and agree that from and after the date hereof, at any meeting (whether annual or special and whether or not an adjourned or postponed meeting) of the stockholders of the Company, however called, and in any action by written consent of the stockholders of the Company, the Sellers shall appear at the meeting or otherwise cause any and all Securities to be counted as present thereat for purposes of establishing a quorum and vote (or cause to be voted) any and all Securities: (i) unless the Purchaser instructs the Sellers otherwise in writing, against the approval of the Stock Purchase Agreement, dated August 11, 2010, by and among the Company, GlobalOptions, Inc., The Bode Technology Group, Inc. and LSR Acquisition Corp. and against the consummation of the transactions contemplated thereby; and (ii) otherwise in accordance with the written instructions of the Purchaser. The Sellers further agree not to enter into any agreement or understanding with any person or entity the effect of which would be materially inconsistent with or violative of any provision contained in this Section 4(d).

(ii) Irrevocable Proxy. Concurrently with the execution of this Agreement, the Sellers agree to deliver to the Purchaser a proxy in the form attached hereto as Exhibit A (the “Proxy”), which shall be irrevocable, with respect to the Securities, subject to the other terms of this Agreement. Other than the Proxy, the Sellers shall not grant any proxy or power of attorney, or deposit any Securities into a voting trust or enter into a voting agreement or other arrangement, with respect to the voting of Securities (each a “Voting Proxy”).

(iii) Adjustments Upon Changes in Capitalization. In the event of any change in the number of issued and outstanding shares of capital stock of the Company by reason of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into shares of capital stock of the Company), combination, reorganization, recapitalization or other like change, conversion or exchange of shares, or any other change in the corporate or capital structure of the Company, the term “Securities” shall be deemed to refer to and include the Securities as well as all such stock dividends and distributions and any shares into which or for which any or all of the Securities may be changed or exchanged.

(e) Best Efforts. Each of the parties hereto will use commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable consistent with applicable law to consummate and make effective in the most expeditious manner practicable the transactions contemplated hereby.

## **5. INDEMNIFICATION.**

(a) Each Seller agrees to indemnify and hold harmless the Purchaser, each person, if any, who controls the Purchaser within the meaning of Section 15 of the Securities Act and each officer, director, employee and agent of the Purchaser and of any such controlling person against any and all losses, liabilities, claims, damages or expenses whatsoever, as

incurred, arising out of or resulting from any breach or alleged breach or other violation or alleged violation of any representation, warranty, covenant or undertaking by such Seller contained in this Agreement, and such Seller will reimburse the Purchaser for its reasonable legal and other expenses (including the cost of any investigation and preparation, and including the reasonable fees and expenses of counsel) incurred in connection therewith.

(b) The Purchaser agrees to indemnify and hold harmless each Seller, each person, if any, who controls such Seller within the meaning of Section 15 of the Securities Act and each officer, director, employee and agent of such Seller and of any such controlling person against any and all losses, liabilities, claims, damages or expenses whatsoever, as incurred, arising out of or resulting from any breach or alleged breach or other violation or alleged violation of any representation, warranty, covenant or undertaking by the Purchaser contained in this Agreement, and the Purchaser will reimburse such Seller for its reasonable legal and other expenses (including the cost of any investigation and preparation, and including the reasonable fees and expenses of counsel) incurred in connection therewith.<sup>3</sup>

#### **6. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.**

The respective agreements, representations, warranties, indemnities and other statements made by or on behalf each party hereto pursuant to this Agreement shall remain in full force and effect, regardless of any investigation made by or on behalf of any party, and shall survive delivery of any payment for the Securities.

#### **7. INTERPRETATION OF THIS AGREEMENT.**

(a) Terms Defined. As used in this Agreement, the following terms have the respective meanings set forth below:

Affiliate: with respect to any person, any other person controlling, controlled by or under direct or indirect common control with such person. For the purposes of this definition, “control,” when used with respect to any specified person, shall mean the power to direct the management and policies of such person, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” shall have meanings correlative to the foregoing.

person: an individual, partnership, joint-stock company, corporation, trust or unincorporated organization or other entity, and a government or agency or political subdivision thereof or other Governmental Authority.

Securities Act: the Securities Act of 1933, as amended.

---

<sup>3</sup> Discuss if each party’s indemnification obligations should be capped at the Purchase Price.

Transfer: any sale, assignment, pledge, hypothecation, or other disposition or encumbrance.

(b) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (regardless of the laws that might otherwise govern under applicable New York principles of conflicts of law). The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the County and State of New York and the federal courts of the United States of America located in the County and State of New York solely in respect of the interpretation and enforcement of the provisions of this Agreement and in respect of the transactions contemplated hereby and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a New York State or Federal court.

(c) Specific Performance. Money damages would not be a sufficient remedy for any breach of this Agreement by any party and, in addition to all other remedies available under applicable law, each party shall be entitled to specific performance and to injunctive or other equitable relief as a remedy for any such breach. Neither the Purchaser nor any Seller will oppose the granting of such relief and each will waive any requirement for the posting of any bond or other security in connection therewith.

(d) Section Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part thereof.

(e) Notices.

(i) All communications under this Agreement shall be in writing and shall be delivered by hand, e-mail or facsimile or mailed by overnight courier or by registered or certified mail, postage prepaid:

(1) if to the Purchaser, to \_\_\_\_\_, Attention: \_\_\_\_\_ (facsimile: (\_\_\_\_) \_\_\_\_\_); e-mail: \_\_\_\_\_, or to such other address, e-mail address or facsimile number as the Purchaser may have furnished in writing to the Sellers;

(2) if to Cipher, to \_\_\_\_\_, Attention: \_\_\_\_\_ (facsimile: (\_\_\_\_) \_\_\_\_\_); e-mail: \_\_\_\_\_), or to such other address, e-mail address or facsimile number as it may have furnished in writing to the Purchaser; and

(3) if to Vicis, to \_\_\_\_\_, Attention: \_\_\_\_\_ (facsimile: (\_\_\_\_) \_\_\_\_\_); e-mail: \_\_\_\_\_), or to such other address, e-mail address or facsimile number as it may have furnished in writing to the Purchaser.

(ii) Any notice so addressed shall be deemed to be given: if delivered by hand, e-mail or facsimile, on the date of such delivery; if mailed by courier, on the first business day following the date of such mailing; and if mailed by registered or certified mail, on the third business day after the date of such mailing.

(f) Expenses and Taxes. The Sellers will pay, in proportion to the respective amounts of the Purchase Price that they are each entitled to receive hereunder, and hold the Purchaser harmless from any and all liabilities (including interest and penalties) with respect to, or resulting from any delay or failure in paying, stamp and other taxes (other than income taxes), if any, which may be payable or determined to be payable on the execution and delivery of this Agreement. Except as otherwise set forth herein, each of the parties hereto shall pay its own expenses incurred in connection with this Agreement and the transactions contemplated hereby.

(g) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties. No party to this Agreement may assign any of its rights or obligations hereunder without the prior written consent of the other parties, except that the rights and obligations of the Purchaser may be assigned to one or more Affiliates of the Purchaser, but no such transfer shall relieve the Purchaser of its obligations hereunder if such transferee does not perform such obligations.

(h) Entire Agreement; Amendment and Waiver. This Agreement constitutes the entire understanding of the parties hereto and supersedes all prior understandings among such parties. This Agreement may be amended, and the observance of any term of this Agreement may be waived, with (and only with) the written consent of the Sellers and the Purchaser.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

(j) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7(i).

Very truly yours,

**CIPHER 06 LLC**

By: \_\_\_\_\_

**VICIS CAPITAL MASTER FUND**

By: \_\_\_\_\_

ACCEPTED & AGREED:

**[GLOI HOLDINGS, LLC]**

By: Mitchell Holdings, LLC, its Managing Member

By: \_\_\_\_\_

Name: David Mitchell

Title: Managing Member

**SCHEDULE I**

Name of Seller	Securities (Shares of Common Stock)	Purchase Price	Wire Transfer Instructions
Cipher 06 LLC	1,074,802 shares	\$[ ]	Wire to: First Republic Bank, a division of Merrill Lynch Bank & Trust Co FSB 1230 Avenue of the Americas New York, NY 10020  ABA/Routing No.: 321081669 Credit Account No.: 979-0005-3145 Account Name: Cipher 06 LLC
Vicis Capital Master Fund	3,299,749 shares	\$[ ]	Wire instructions: Vicis Capital US Wires Deutsche Bank Trust Co  ABA / Routing No.: 021-0010-33 or SWIFT BKTRUS33 Deutsche Bank Prime Brokerage A/C 00884205 FFC: Vicis Capital Master Fund  Credit Account No.: 106-07520

**Schedule 2(d)**

## EXHIBIT A

### IRREVOCABLE PROXY

The undersigned stockholder ("*Stockholder*") of GlobalOptions Group, Inc., a Delaware corporation (the "*Company*"), hereby irrevocably appoints and constitutes [GLOI Holdings, LLC] (the "*Purchaser*") and the authorized representatives or nominees of the Purchaser acting on behalf thereof (collectively, the "*Proxyholders*") the agents, attorneys-in-fact and proxies of the undersigned, with full power of substitution and resubstitution, to the full extent of the undersigned's rights with respect to all Securities (as defined in the Purchase Agreement), including, without limitation, those Securities listed on Schedule I of that certain Purchase Agreement of even date herewith, by and among the Purchaser, Cipher 06 LLC and Vicis Capital Master Fund (the "*Purchase Agreement*"), and any and all other Securities acquired by Stockholder on or after the date hereof and before the date this proxy terminates, to vote the Securities as follows: the Proxyholders named above are empowered at any time to exercise all voting and other rights (including, without limitation, the power to execute and deliver written consents with respect to the Securities) of the undersigned at every annual, special or adjourned meeting of the Company's stockholders, and in every written consent in lieu of any such meeting, or otherwise, (i) unless the Purchaser instructs Stockholder otherwise in writing, against the approval of the Stock Purchase Agreement, dated August 11, 2010, by and among the Company, GlobalOptions, Inc., The Bode Technology Group, Inc. and LSR Acquisition Corp. and against the consummation of the transactions contemplated thereby; and (ii) otherwise in accordance with the written instructions of the Purchaser.

In the event that Stockholder votes with respect to any matter, Stockholder shall vote the Securities in accordance with the instructions of the Proxyholders. The proxy granted by Stockholder to the Proxyholders hereby is granted as of the date of this Irrevocable Proxy in order to secure the obligations of Stockholder set forth in Section 4(d) of the Purchase Agreement and is irrevocable and coupled with an interest in accordance with subdivision (e) of Section 212 of the Delaware General Corporation Law.

Upon the execution hereof, all prior proxies given by the undersigned with respect to the Securities and any and all other shares or securities issued or issuable in respect thereof on or after the date hereof are hereby revoked and no subsequent proxies will be given. Any obligation of the undersigned hereunder shall be binding upon the successors and assigns of the undersigned. The undersigned Stockholder authorizes the Proxyholders to file this proxy and any substitution or revocation of substitution with the Secretary of the Company and with any Inspector of Election at any meeting of the stockholders of the Company.

This proxy is irrevocable and shall survive the insolvency, incapacity, death, liquidation or dissolution of the undersigned.

Dated: \_\_\_\_\_, 2010-

\_\_\_\_\_  
[STOCKHOLDER]